



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-019064-26

In the matter of: 101 Summerdale Drive
Thornhill ON L3T6W3

Between: Bingjun Li Tenant

And

Li Song Landlord

Bingjun Li (the 'Tenant') applied for an order determining that Li Song (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 4, 2026.

The Landlord and the Tenant attended the hearing. The Landlord was represented by her daughter Xiao Ge Jing (Christy).

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Landlord did not collect a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act').
3. The parties entered a one-year tenancy for the period September 1, 2025 to August 31, 2026. The Landlord was reluctant to rent to the Tenant as she is an elderly woman living alone and her impression of the Tenant was not favourable. The Tenant's aunt, who had accompanied him to view the rental, persuaded the Landlord to rent to the Tenant by offering to pay an additional two months rent over and above the first and last month's rent deposits. The Landlord noted in her evidence that the aunt refused to be a guarantor for the Tenant.
4. The Tenant gave a notice of termination to the Landlord on December 19, 2025 and vacated the unit on December 31, 2025. This notice was not valid because it does not comply with sections 44 and 47 of the Act. Under those provisions, the earliest termination date the Tenant could have correctly provided was August 31, 2026, the last day of the fixed term for this tenancy.

5. The Tenant testified that he had paid rent for the months of September (first month's deposit), October, November and December and that he used the last month's rent deposit for the month of January 2026. The Tenant took until January 21, 2026 to clean out the rental unit. The Tenant then returned to China because he was struggling with mental health issues.
6. The Tenant argues that the two months pre-paid rent paid by his Aunt at the beginning of the tenancy was illegally received by the Landlord and that it should be returned to him.
7. The Landlord argues that the additional two months were freely given. I find that the additional two months payment was freely given by the Tenant to secure the rental accommodation when his aunt refused to be his guarantor.
8. Even if the Landlord collected the additional two months illegally, which is not the case, once the Tenant violated the terms of the lease agreement by terminating the tenancy without providing a valid notice of termination.
9. Under section 88(1) of the Act, the Tenant's obligation to pay rent continued until August 31, 2026 (the last day of the one year term), unless the Landlord was able to re-rent the unit prior to that date, or the Landlord failed to take reasonable steps to mitigate her losses.
10. In this case, the Landlord told the Tenant if he assisted in securing a new tenant right away, she would refund that portion of the pre-paid rent that was covered by a new tenant. The Tenant did not assist the Landlord in finding a new tenant.
11. The Landlord re-rented the unit in April for occupation on May 1, 2026. She is an elderly woman and in the circumstances she was diligent in mitigating her damages.
12. entitled to apply that money to outstanding rent.
13. She was therefore entitled to retain the two months pre-paid rent and apply it to the outstanding rent owing by the Tenant for the months of February and March 2026.

It is ordered that:

1. The Tenant's application is dismissed, and the LTB file is closed.

June 16, 2026
Date Issued

Christina Budweth
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6 If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.