



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-086842-25

In the matter of: 787 HALIFAX ROAD
WOODSTOCK ON N4T0C6

Between: Dan Xiao Tenant

And

Maria Dawkins Landlord

Dan Xiao (the 'Tenant') applied for an order determining that Maria Dawkins (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 7, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant the amount of \$54.45.

Interest on rent deposit owing

2. The Landlord failed to pay the Tenant interest on the last month's rent deposit, as required by the *Residential Tenancies Act, 2006* (the 'Act').
3. The Tenant testified that she paid a rent deposit in the amount of \$750.00 on or about May 7, 2025, based on an assignment of a lease to the period ending August 31, 2025. She said that she vacated the unit on or about August 31, 2025, left the keys on the counter and notified the Landlord via text message. The Landlord did not dispute the Tenant's evidence.
4. The Tenant testified that she received the rent deposit from the Landlord in the amount of \$750.00 since she vacated the unit, however, she is seeking the interest of \$6.45 on the rent deposit, which was unpaid to the date of the hearing.
5. The Landlord admitted that she did not pay the interest owing on the rent deposit.

6. The Landlord testified that as a result of the damage to the rental unit, she did not owe any money to the Tenant, and in fact, the Tenant owed her money for the damages.
7. Although the Landlord alleges that there were damages in the rental unit as a result of the Tenant, this application is brought by the Tenant and not the Landlord, and no consideration was given to any alleged damages on part of the Landlord. The Landlord also testified that they did not file an application to obtain an order against the Tenant for damages to the rental unit.
8. Based on the evidence of the parties, and on the Landlord's own testimony, I am satisfied that the Landlord retained money illegally when they failed to pay the Tenant the interest owing on the rent deposit on or about August 31, 2025, the date the Tenant vacated the unit.
9. As such, the Landlord shall pay the Tenant the interest on the rent deposit in the amount of \$6.45.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$54.45. This amount represents:
 - \$6.45 for interest on the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by July 3, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by July 3, 2026, the Landlord will owe interest. This will be simple interest calculated from July 4, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 22, 2026
Date Issued

Colette Myers
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.

