



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-015952-26

In the matter of: 1703, 474 CALDARI RD
CONCORD ON L4K0R5

Between: Varvara Sinyanskaya Tenants
Volodymyr Chepil

And

Yanan Pan Landlord

Varvara Sinyanskaya and Volodymyr Chepil (the 'Tenants') applied for an order determining that Yanan Pan (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 2, 2026.

Only the Tenants attended the hearing.

As of 9:11A.M., the Landlord was not present nor represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenants' evidence.

Determinations:

Overview

1. The Tenants' application is filed under section 135 of the *Residential Tenancies Act, 2006* (the "Act") and claims the Landlord illegally collected or retained money.
2. The Tenants' claim for the return of the last month's rent paid upfront is granted as the Landlord is not the registered owner of the rental unit.
3. The Tenants' claim for the return of the key deposit is granted.
4. As the Tenants were successful on their application, the Tenants are awarded their costs of filing this application.

T1 Applications -Determinations

5. The Landlord and Tenants entered into a lease agreement on June 8, 2025.
6. The monthly rent is \$2,500.00. On June 5, 2025, the Tenants made a payment by cheque to the Landlord for the sum of \$5,000.00. This amount was for the first and last month's rent. The cheque was made payable to the real estate company the Landlord was using for the purposes of renting out the unit.
7. On June 9, 2025, the Tenants received a receipt for the payment of \$300.00 which they had made to the Landlord for the key deposit.
8. The Tenants moved into the unit on or around June 8, 2025. On December 16, 2025, they had been locked out of the condominium building. The Tenants' fob keys had been deactivated, and they no longer had access to the common areas or the elevators.
9. When following up with the management office the next day, December 17, 2025, the Tenants testified that they had been advised there was an issue between the builder and the Landlord. They tried many times to contact the Landlord but to no avail. After much back and forth with the builder and property management company, the Tenants were advised that the Landlord had defaulted on the mortgage payment earlier that year and a formal notice had been sent to her on December 2, 2025.
10. The Tenants further testified that the Landlord had continued to collect rent from them even after having received default notices from the builder.
11. Consequently, the Tenants had no option but to enter into a new tenancy agreement directly with the builder and were required to pay another last month's rent deposit. The builder was also unable to honour the key deposit that the Tenants had paid to the Landlord.
12. The Tenants emailed the Landlord on several occasions and tried calling her as well as the realtor. There was no response from either. However, on January 6, 2026, the Landlord did send an email to the Tenants stating she had been out of the country for a while and therefore missed the closing of her unit. She wrote she would be compiling all the documents and emails and will fully reimburse the Tenants for the funds they are entitled to. However, they have received no further communication from the Landlord since then despite their numerous attempts to contact her.
13. Despite the Landlord's email confirming she will reimburse the Tenants the funds they are entitled to, the Tenants have yet to hear anything further from her or receive the funds.
14. Subsection 135(1) of the Act provides:

135(1) A tenant or former tenant of a rental unit may apply to the Board for an order that the Landlord, superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act or the *Tenant Protection Act, 1997*.
15. Having considered all the facts before me, I find that the Landlord did illegally retain the Tenants' rent deposit and key deposit. Having defaulted on the mortgage and the closing

of the condominium, the Tenants have had to pay a second last month's rent and key deposit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$2,848.00. This amount represents:
 - \$2,500.00 for the last month's rent deposit.
 - \$300.00 for the Key
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by July 10, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by July 10, 2026, the Landlord will owe interest. This will be simple interest calculated from July 11, 2026, at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 29, 2026
Date Issued

Farzana Kanji
Member, Landlord and Tenant Board

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

