



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-109494-25

In the matter of: 4601, 125 BLUE JAYS WAY
TORONTO ON M5V0C4

Between: Mathew Abraham Tenant

And

Qin Chen Landlord

Mathew Abraham (the 'Tenant') applied for an order determining that Qin Chen (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 8, 2026.

Only the Tenant attended the hearing.

As of 9:43 a.m., the Landlord was not present or 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 Tenant's evidence.

Determinations:

1. The Tenant alleges that the Landlord retained monies paid by the Tenant for water utilities that were the Landlord's responsibility under the tenancy agreement. The Tenant also claims that the Landlord failed to return the key deposit after the keys were returned at the end of the tenancy.
2. The tenancy commenced on October 26, 2021, and terminated on December 15, 2025, when the Tenant vacated the rental unit.
3. The Tenant seeks reimbursement of water charges paid throughout the tenancy on the basis that such charges were the responsibility of the Landlord. The Tenant also seeks the return of the key deposit, which the Tenant alleges was not refunded upon the return of the keys to the Landlord at the end of the tenancy.

Utility charges

4. Although the application indicates that the Landlord collected illegal rent, the details and particulars provided by the Tenant make it clear that the claim relates to water charges

paid by the Tenant that were the responsibility of the Landlord under the tenancy agreement. In the circumstances, I find it appropriate to amend the application to reflect a claim for reimbursement of water charges paid by the Tenant on the Landlord's behalf. I find that this amendment does not prejudice the Landlord, as the application clearly identifies both the nature of the claim and the remedy sought, thereby providing the Landlord with adequate notice of the allegations and an opportunity to respond.

5. The tenancy agreement provides that the Landlord is responsible for the payment of water charges.
6. I accept the Tenant's evidence that the Landlord was responsible for the payment of water charges. However, the Tenant's claim for reimbursement of water charges paid throughout the tenancy is subject to the limitation period prescribed by the *Residential Tenancies Act, 2006* (the 'Act').
7. Subsection 135(1) and (4) of the Act states:
 - (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*; and
 - (4) No order shall be made under this section with respect to an application filed more than one year after the person collected or retained money in contravention of this Act or the *Tenant Protection Act, 1997*.
8. Pursuant to subsection (4) of the Act, the Tenant's claim is limited to remedies arising on or after December 31, 2024, as the application was filed on December 31, 2025.
9. The Tenant testified that the utility account with Provident Energy was in the Tenant's name and that the utility bills included charges for both electricity and water.
10. The Tenant testified that the utility bills were paid through automatic withdrawals from the Tenant's bank account and that those payments included the water charges.
11. The Tenant testified that the Landlord resided in China and that the Tenant communicated with the Landlord's agent in Toronto regarding matters relating to the tenancy.
12. The Tenant testified that near the end of the tenancy, he realized that he had been paying the water charges since the commencement of the tenancy. The Tenant advised the Landlord of the issue and provided a summary of the water charges paid in order to seek reimbursement. The Tenant testified that the Landlord did not respond to the Tenant's subsequent requests for reimbursement.
13. The Tenant submitted copies of the Provident Energy utility bills for the period from January 1, 2025, to December 15, 2025. Based on those bills, the water charges paid by the Tenant during that period totalled \$1,453.73.
14. Based on the tenancy agreement, which provides that the Landlord is responsible for the payment of water charges, the Tenant's uncontested testimony, and the documentary evidence consisting of the utility bills and payment records, I am satisfied on a balance of

probabilities that the Tenant paid water charges that were the responsibility of the Landlord. I therefore find that the Tenant is entitled to reimbursement of the water charges incurred during the period that falls within the limitation period prescribed by the Act, in the amount of \$1,453.73.

Key deposit

15. Although the Tenant's application identifies a claim for interest on the last month's rent deposit, it is clear from the particulars provided in the application that the Tenant was seeking the return of a key deposit that the Tenant alleges was improperly retained by the Landlord.
16. As the application does not, in substance, seek interest on a last month's rent deposit, I find it appropriate to amend the application to reflect the Tenant's claim for the return of the key deposit. I find that no prejudice results to the Landlord from this amendment, as the Tenant clearly described both the issue and the remedy sought in the application. As such, the Landlord had adequate notice of the claim and a fair opportunity to respond to and defend against the allegations.
17. The tenancy agreement required the Tenant to provide a key deposit in the amount of \$250.00 at the commencement of the tenancy.
18. The Tenant submitted a receipt dated October 26, 2021, confirming payment of a key deposit in the amount of \$250.00.
19. The Tenant testified that, despite making multiple attempts to obtain instructions from the Landlord regarding the return of the keys at the end of the tenancy, he received only a message from an individual claiming to act on behalf of the Landlord directing him to leave the keys in a lockbox. The Tenant testified that he was not comfortable relying on instructions from an unknown individual and requested confirmation directly from the Landlord. The Tenant testified that no such confirmation was received.
20. The Tenant further testified that, after making additional unsuccessful attempts to obtain instructions, he advised the Landlord that he would return the keys by Xpresspost to the address at which the Landlord regularly received mail. The Tenant submitted documentary evidence confirming that the keys were mailed by Xpresspost on December 31, 2025 and that the Landlord was notified by email on January 1, 2026, that the keys had been sent. The evidence further establishes that the package was delivered to the community mailbox on January 6, 2026, at 10:48 a.m.
21. Based on the uncontested evidence before me, I am satisfied on a balance of probabilities that the Tenant paid a key deposit in the amount of \$250.00 and subsequently returned the keys to the Landlord. I find that the Tenant took reasonable steps to obtain clear instructions regarding the return of the keys and, when such instructions were not forthcoming, acted reasonably by returning the keys by Xpresspost to the address at which the Landlord regularly received mail. I therefore find that the keys were returned to the Landlord on January 6, 2026, and that the Landlord is not entitled to retain the key deposit.

Accordingly, the Tenant is entitled to the return of the key deposit in the amount of \$250.00.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,751.73. This amount represents:
 - \$1,535.34 for reimbursement of water charges paid by the Tenant.
 - \$250.00 for the return of the key deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by July 11, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by July 11, 2026, the Landlord will owe interest. This will be simple interest calculated from July 12, 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 30, 2026
Date Issued

Christina Philp
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.