



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-101796-25

In the matter of: 167 Johnson St
Barrie On L4M6B2

Between: Haowen Rong Tenant
Hua Liang

And

Terry Wang Landlord

HaoWen Rong and Hua Liang (the 'Tenant') applied for an order determining that Terry Wang (the 'Landlord') collected or retained money illegally. (T1 Application)

The Tenant also applied for an order determining that the Landlord:

- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- did not give the Tenant 72 hours to remove their property from the rental unit or from some place close to the rental unit after the Sheriff evicted the Tenant. (T2 Application)

This application was heard by videoconference on June 17, 2026.

The Landlord Hua Ling on behalf of both Tenants, the Landlord's agent Julia Wang and the Landlord attended the hearing. Julie Li attended as court interpreter in the Mandarin language.

Determinations:

1. As explained below, the Tenant proved the allegations regarding the key deposit and altering the locking system. Therefore, the Landlord must pay the Tenant \$463.80.
2. The Tenant claims the Landlord improperly collected and retained a damage deposit of \$200.00 and improperly retained the last month's rent deposit. She also claims the landlord substantially interfered with her reasonable enjoyment of the rental unit by locking her out, taking her property and failing to investigate the behaviour of the other Tenant.

Key Deposit.

3. The Landlord collected a \$200.00 damage deposit for the furniture when the tenancy began. The Tenant claims it was a key deposit. The conclusion here is the same.
4. A damage deposit is not permitted by section 105 of the *Residential Tenancies Act, 2006* (the 'Act'). That section states that:

[105] The only security deposit that a landlord may collect is a rent deposit collected in accordance with section 106.

5. A key deposit is permitted in certain circumstances. Ontario Regulations 516/06 set out circumstances when a key deposit can be collected and retained, such as to pay for replacement keys, for additional keys, or as a refundable deposit not greater than the expected direct replacement cost. This is not one of those situations. In no way is \$200.00 the replacement cost of a single manual key to an interior door lock.
6. No damage deposit is permitted under the Act for any reason.
7. I note the Tenant returned the key to the rental unit door on December 7, 2024.
8. Therefore, the Landlord will be ordered to return the \$200.00 unlawful deposit to the Tenant.

Last Month's Rent Deposit

9. The Tenant also claimed the Landlord unlawfully retained last month's rent deposit. She testified she was forced to vacate on November 30, 2024 and that the Landlord agreed he would return her rent deposit.
10. In contradiction, the Landlord submits the Tenant chose to vacate and did not give proper notice. The Tenancy agreement permits 30 days' notice, but she gave four days' notice. He informed her of this 30 day notice requirement and consistently refused to refund any deposit.
11. There were significant problems with the reliability of the Tenant's testimony. Her testimony that she was forced to vacate, and that the Landlord agreed to return the last month's rent deposit is directly contradicted by the text correspondence and the Landlord's evidence. Instead, texts between the parties demonstrate the Tenant was not forced to vacate but instead proposed leaving as she felt the Landlord was not dealing with her dispute with the other tenant to her satisfaction. In addition the landlord consistently refused to give the last month's rent deposit, insisting the Tenant is obligated to give 30 days' notice, instead of 4 days.
12. Section 88 of the Act states that where a tenant vacates a rental unit without giving notice of termination in accordance with the Act, and no agreement to terminate has been made or the landlord has not given notice to terminate the tenancy, the amount the rent owing is for the period that ends on the earliest termination date that could have been specified in the notice had the notice been given properly.
13. In this case, the notice period was shortened to 30 days on consent of the Landlord.

14. Although the parties had come to some understanding that the Tenant would vacate on November 30, 2024, there was no agreement. I say this because the Tenant began asserting that since she paid rent up to December 4, 2024, she had the right to stay until then. There was no meeting of the minds and therefore no agreement between the parties to end the Tenancy. The Tenant therefore gave notice not in accordance with the Act and without agreement. There was no evidence before me that the Landlord gave the Tenant any notice of termination in any form, implied or written.
15. I find the Tenant owed rent to January 4, 2025, which is the earliest termination date she could have specified in the notice of termination.
16. Section 88(5) requires mitigation by the Landlord. I find he adequately attempted to mitigate his damages but failed to find a student to fill the rental unit room, midway through the academic year.
17. I find therefore that the Landlord did not illegally retain the Tenant's rent deposit.

Unlawful Entry/Illegal Lockout.

18. The Tenant claimed that on December 1, 2024, the Landlord locked her out of the rental unit. The Tenant testified she had left on November 30, 2024, but came back on December 2, 2024 to pick up the remaining things.
19. The Landlord had remotely changed the code to the exterior door of the residential complex while he was out of the country on vacation. The Landlord testified he believed she had vacated both because of her notice to him that she would leave November 30, 2024, and her statement that she had taken all the possessions. This belief does not account for the Tenant's later insistence that she paid rent and was entitled to stay until December 4, 2024. It is clear the Tenant had the right under the Act and expressed the intention to retain possession of the rental unit until December 4, 2024.
20. I find therefore that there was an unlawful lockout. A 100% rent abatement will be ordered for the period from December 1, 2024 to December 4, 2024.
21. However, the Tenant failed to prove unlawful entry. She provided no evidence that anyone entered the rental unit, and it is clear that only she had the key to her bedroom door, which she used to access the room on December 7, 2024 and which she then returned to the Landlord.

Substantial Interference.

22. The Tenant claims the Landlord failed to properly investigate the dispute between her and the other tenant. She also claims her property was taken by the Landlord when he entered unlawfully.
23. The Tenant's testimony is problematic, contradicts her application and is prone to exaggeration. It is for this reason I prefer the documentary evidence and testimony of the Landlord.

24. The Tenant claims that the other tenant consistently took and used her possessions. She testified they were actually her kitchen utensils and dishes, which this tenant kept using.
25. However, evidence at the hearing is that these were communal dishes provided by the Landlord, dishes which the Tenant laid improper claim to for her exclusive use. The Tenant referred to this behaviour as 'audacity' and claimed the situation was 'life and death', in her texts to the Landlord. She felt the Landlord should terminate the other tenant. Given the Tenant's failure to accurately recall recorded conversations, her lack of documentation, her hyperbole and looseness with detail, I find her evidence unreliable and prefer the testimony of the Landlord.
26. The Landlord testified that he did try to mediate between them on and around November 24, 2024. The Landlord reminded the parties the dishes were communal and tried to encourage them to get along. He offered to further discuss and mediate the situation when he returned from vacation. This was, in my view, a reasonable action given the triviality of the dispute. I find the Landlord did not substantially interfere with the Tenant's reasonable enjoyment of the rental unit with respect to the dispute she had with the other tenant.
27. Regarding her property, the Tenant claims she lost her driver's license, student card, a sweater and a notebook. She claims the Landlord took them. However, she failed to provide any evidence of an application for a new driver's license or student card, nor did she produce either of those cards with a new issuance dates. She provided no receipts for the sweater.
28. Other than speculation the Tenant has no supporting evidence. Her oral testimony is, as noted above, problematic and unreliable. It seems improbable that she would completely move all her possessions and not take her driver's license, and more likely they were misplaced or she is mistaken. It is also improbable given only she had the key to the room and the Landlord was not in the country during the time period.
29. The evidence at the hearing was that the Tenant removed all her property completely on or before November 30, 2024. Text correspondence between the parties supports this conclusion. When the Landlord returned from vacation, on December 7, 2024, the Landlord allowed the Tenant inside, and she opened the rental unit door with her own key. Photos were produced at the hearing showing the rental unit to be completely bare. No personal items were within. The Tenant did not dispute these photos.
30. Based on the evidence provided at the hearing, I am satisfied the unit was empty, and none of the Tenant's belongings were on a balance of probabilities, removed by anyone.
31. Remedy
32. I have discussed remedies for each matter above.
33. The Tenant also requested the Board order the Landlord pay an administrative fine for breach of the Act.
34. The Board's Interpretation Guideline 16 states that an administrative fine is a remedy to be used to encourage compliance with the Act and to deter landlords from engaging in similar

activity in the future: *“This remedy is not normally imposed unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance”*.

35. In the present case, I do not find the Landlord has shown blatant disregard for the Act. I find the monetary award adequate deterrence in the circumstances given the confusion as to when the Tenant was in fact moving out and the evidence that she did actually vacate on November 30, 2024, despite retaining de facto possession. The evidence before me is that the impact to the Tenant was minimal. The request for an order for an administrative fine is denied.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$463.80. This amount represents:
 - \$200.00 for the return of the unlawful key deposit.
 - \$157.80 for rent abatement from December 1 to December 4, 2024 (39.45*4).
 - \$106.00 for the cost of filing the applications.
2. The Landlord shall pay the Tenant the full amount owing by July 6, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by July 6, 2026, the Landlord will owe interest. This will be simple interest calculated from July 7, 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 25, 2026
Date Issued

Julie Broderick
Member, Landlord and Tenant Board

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