



Order under Section 135 Residential Tenancies Act, 2006

Citation: Pham v Wu, 2026 ONLTB 51089

Date: 2026-06-30

File Number: LTB-T-036314-26

In the matter of: 2nd Floor, 15 Carling Ave.
Toronto ON M6G3S2

Between: Megan Quan Pham
Gioia Ann Myers Tenants

And

Jieling (Elaine) Wu Landlord

Megan Quan Pham and Gioia Ann Myers (the 'Tenant') applied for an order determining that Jieling (Elaine) Wu (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 11, 2026.

Only the Tenants attended the hearing.

As of 10:02, 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. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must return the Tenant's \$2,300.00 rent deposit.
2. The Landlord did not use the Tenant's rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenant. This is prohibited by the Residential Tenancies Act, 2006 (the 'Act').
3. The Tenants testified that they paid a \$2,300.00 rent deposit to the Landlord when they signed a lease to move into the rental unit on March 25, 2026. The term of the lease was scheduled to commence on May 1, 2026.
4. On March 31, 2026, the Tenants informed the Landlord of their intention not to proceed with the lease due to concerns about pest issues.

5. Per the Tenants' testimony, the Landlord confirmed that they would return the deposit to the Tenants if the Landlord was able to find a new tenant for the unit to begin paying rent on May 1, 2026. The Tenants provided an email from the Landlord dated April 15, 2026, confirming that she found a new tenant to occupy the unit starting May 1, 2026.
6. Section 88(1) of the Act provides that where a tenant does not give notice in accordance with the Act or there is no agreement between the parties to terminate the tenancy, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with the Act. In this case, the Tenant could have given 60 days' notice, therefore the Tenant would be obligated to pay rent up to May 31, 2026.
7. However, section 88(3) of the Act relieves the Tenant of the obligation to pay rent on the day a new tenant is entitled to occupy the rental unit. A landlord is obligated to mitigate their losses pursuant to section 8(4) of the Act and consideration must be given to whether or not the Landlord took reasonable steps to do so.
8. In this case, a new tenant occupied the rental unit on May 1, 2026. The Landlord suffered no loss, because the Tenants' tenancy (and their obligation to pay rent) was to commence on that date. Therefore, I find that pursuant to section 88(3) of the Act, despite the inadequate notice, the Tenant was no longer liable to pay rent to the Landlord for any period of time.
9. The Tenants provided an email from the Landlord, dated April 15, 2026, where the Landlord states that she will not be returning the deposit to the Tenants because the new tenant for the unit is paying \$200.00 less per month in rent than the Tenants were going to pay. This is immaterial to whether the deposit should be returned.
10. Per subsection 106(10), a rent deposit must be applied by the Landlord to the payment of rent for the last rental period before the tenancy terminates. There is no such period in this case. Since the Landlord was successful in their efforts to re-rent the unit, the Tenants had no rent obligations whatsoever to the Landlord by operation of subsection 88(3). Regardless of the new rent charged by the Landlord to the new tenant, the Tenants are entitled to the return of their deposit as there is no applicable rental period for the deposit to be applied to.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$2,348.00. This amount represents:
 - \$2,300.00 for the last month rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by July 11, 2026.
3. If the Landlord does not pay the Tenants 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 Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 30, 2026
Date Issued

Jeremy Henderson
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.