



Order under Section 69  
**Residential Tenancies Act, 2006**

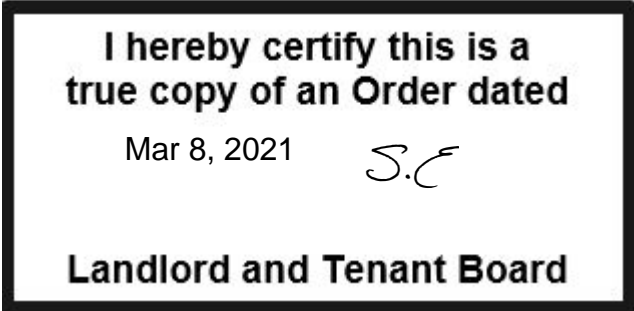
**File Number:** TSL-15237-20

**In the matter of:** 810, 500 SHERBOURNE STREET  
TORONTO ON M4X1L1

**Between:** Jing Li  
Jinrui Fu

**and**

Sania Khalid  
Zainab Khalid



Landlords

Tenants

Jing Li and Jinrui Fu (the 'Landlords') applied for an order to terminate the tenancy and evict Sania Khalid and Zainab Khalid (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard via video/teleconference on February 17, 2021.

The Landlords and the Tenants attended the hearing.

At the hearing the Tenants raised the following issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'):

- 1) Landlord collected a \$300.00 cleaning deposit in excess of the last month rent deposit
- 2) Landlord collected a \$200.00 key deposit that has not been returned to the Tenants
- 3) Tenants hired and paid a plumber \$395.50 to complete bathroom repairs

**Determinations:**

- 1. The Landlords filed a L1 application filed on April 18, 2020 because the Tenants had not paid the total rent the Tenants were required to pay for the period from April 1, 2020 to June 30, 2020.
- 2. The Landlord's are amending the L1 application for an arrears owing order only because the Tenants have vacated the rental unit. It was disputed which date the Tenants vacated the rental unit. Based on the testimonies given by both parties, I deemed the termination date to be effective June 03, 2020.
- 3. The Tenants were in possession of the rental unit on the date the application was filed.
- 4. The Landlords submitted a L1/L9 information update form claiming rent arrears owing for the period up to July 31, 2020. The Tenants disputes the amount of the rent arrears owing up to July 31, 2020.

5. The update records the Tenants did not pay anything to the Landlords after the application was filed.
6. The Landlords collected a rent deposit of \$3,030.00 from the Tenants and this deposit is still being held by the Landlords. Interest on the rent deposit is owing to the Tenants for the period from September 2019 to June 02, 2020.
7. The L1.L9 information update form is amended to record that the total amount of the rent arrears owing by the Tenants to the Landlords for the rental period ending June 30, 2020 is \$9,090.00.
8. The Tenants issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act') were that the Landlords collected additional deposits in excess of the last month rent deposit.
  - a) a \$300.00 cleaning deposit, and
  - b) a \$200.00 key deposit that has not been returned to the Tenants, as well as
  - c) the Tenants hired and paid a plumber \$395.50 to complete bathroom repairs
9. Section 134 of the Act contains a general prohibition on the collection of charges from a tenant other than rent, "unless otherwise provided".
10. Subsection 105(1) of the Act states that the only security deposit that a landlord may collect is a rent deposit.
11. Subsection 105(2) of the Act defines "security deposit" as:

Money, property or a right paid or given by, or on behalf of the tenant for a rental unit to a landlord or to anyone on the landlord's behalf to be held by or for the account of the landlord as security for the performance of an obligation or the payment of a liability of the tenant or to be returned to the tenant of the happening of a condition."

#### Key deposit

12. Subsection 17(3) of Ontario Regulation 516/06 of the Act allows a Landlord to require payment of a refundable key deposit not greater than the expected direct replacement costs.
13. The Tenants are entitled to the return of the \$200.00 key deposit paid to the Landlords when the tenancy commenced.
14. The Tenants requested the following remedies:
  - a. Return of the \$300.00 security deposit
  - b. Return of the \$200.00 key deposit

15. The Landlords shall refund the Tenants the sum of \$500.00. This amount represents \$300.00 collected for an illegal damage/security deposit and a \$200.00 key deposit.
16. The Tenants did not provide clear documentary evidence that the Landlords authorized the Tenants to hire a plumber to complete maintenance repairs in the rental unit, and therefore, I denied the claim for reimbursement of the \$395.50 cost paid to a plumber.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenants was terminated June 03, 2020.
2. As of the date the tenancy was terminated, the amount of the rent deposit and interest the Landlords owes on the rent deposit and the excess deposits is \$3,052.34\*. However, the Landlords are authorized to offset that amount from the amount the Tenant's owe the Landlords.
3. The Tenants shall pay to the Landlords \$5,537.66\*, representing arrears of rent for the period ending June 30, 2020, less the rent deposit of \$3,030.00, accrued interest of \$22.34, less the \$500.00 excess deposits that the Landlords did not return to the Tenants.
4. The Tenants shall also pay to the Landlord \$175.00\* for the cost of filing the application.
5. The Tenants shall pay to the Landlord the total amount owing **\$5,712.66\*\*** on or before March 19, 2021.
6. If the Tenants do not pay this Landlords the full amount owing on or before March 19, 2021, the Tenants will start to owe interest. This will be simple interest calculated from March 20, 2021 at 2.00% annually on the balance outstanding.
7. The Landlords have the right, at any time, to collect from the Tenants any amount owing or balance outstanding as a result of this order.



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Randy Aulbrook  
Member, Landlord and Tenant Board

**March 8, 2021**  
**Date Issued**

Toronto South-RO  
15 Grosvenor Street, 1st 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.

\* Refer to the attached Summary of Calculations.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**File Number: TSL-15237-20**

**A. Amount the Tenants must pay if the tenancy is terminated:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears: (up to the termination date in the Notice of Termination)	April 1, 2020 to June 30, 2020	\$9,090.00
Less the rent deposit:		-\$3,030.00
Less the interest owing on the deposits:	September 1, 2016 to June 30, 2020	-\$22.34
Less amount owing to the Tenant for excess deposits:		-\$500.00
Amount owing to the Landlords on the order date: (total of previous boxes)		\$5,537.66
Additional costs the Tenants must pay to the Landlords:		\$175.00
<b>Total the Tenants must pay the Landlords if the tenancy is terminated:</b>		<b>\$5,712.66</b>