



**Order under Subsection 135
Residential Tenancies Act, 2006**

Citation: Guo v Li, 2024 ONLTB 26851

Date: 2024-04-18

File Number: LTB-T-052258-23

In the matter of: 856 THISTLEDOWN WAY
LONDON ON N6G4Z8

Tenant

Between: Shixiao Guo

And

Shaobo Li

Landlord

Shixiao Guo (the 'Tenant') applied for an order determining that Shaobo Li (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 28, 2024.

The Tenant, the Tenant's Legal Representative, Yun Tao Li, and the Landlord attended the hearing.

Haotian Sun, Junxion Lin, and Ziming He attended as witnesses for the Tenant; only Haotian Sun testified.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must repay the illegal charge and the last month rent deposit interest.
2. The Tenant moved into the rental unit on September 1, 2022 and vacated on May 7, 2023. The monthly rent was \$595.00 per month, it was due payable every two months and due on the last day of the month per the lease. The Tenant paid three months rent at a time; during her tenure, she paid the Landlord a total of twelve months rent minus the \$150.00 key deposit for a total of \$6,990.00.
3. On May 7, 2023, the Tenant transferred \$445.00 to the Landlord for June 2023 rent, which had the key deposit subtracted off, and the last month rent deposit went to July and August

2023. The Tenant vacated because she was moving back to China. Since the Landlord rented her unit out in June 2023, the Landlord should have refunded her the rent for June, July and August 2023 totalling \$1,785.00.

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4. On June 6, 2023, Haotian Sun notified the Tenant that the Landlord had rented the Tenant's room.
5. The Landlord did not dispute the above, except for clarifying that he rented the unit out per \$500.00 per month, and a per-diem rate of \$300.00 for June 2023, which totalled \$1,300.00. He rented it out for less because there are less people in town than during the school year, therefore not able to get as much. The Landlord also submitted that he should get money for his time and effort to re-rent the unit because he is a Reals Estate Agent and his time is worth money; he deserves a month's rent because as an Agent, this is what he would have received had he acted for another landlord or on behalf of the Tenant to find someone to take over the lease.
6. The Landlord further submitted that he should be reimbursed the cleaning fee he paid for the common areas and the bathroom that the Tenant used. The cleaner charged him \$71.00 to clean, but because the Tenant left garbage behind. The other Tenant paid him \$24.00 for the cleaning, therefore, he should be entitled to \$45.00 back to cover what related to the Tenant. The Landlord wants \$547.00 deducted from what the Tenant says he owes.
7. Based on all the above, I find the Landlord retained money illegally contrary to section 135 of the *Residential Tenancies Act, 2006* (the 'Act'). As such, the Landlord shall reimburse the Tenant the per-diem rent for June plus July and August, at the \$500.00 per month rate that he received. The per diem amount for June 2023, should be \$394.50 ($\$500.00 \div 365 \text{ days /year} = \$16.44/\text{day} \times 24 \text{ days for June 6 through 30, 2023} = \394.56), but as the Landlord only deducted \$200.00, the Tenant is entitled to \$300.00 for the month of June 2023. Section 16 of the Act requires the Landlord to mitigate losses when the Tenant vacated prior to the end of the tenancy; I accept the Landlord's reasoning for why he had to rent the unit at a lower amount. The total amount the Landlord retained illegally is \$1,300.00.
8. As for deducting \$47.00 for cleaning and a month's rent for his fee, I find the Landlord is not entitled to these amounts. There was no evidence that the Tenant left the unit in an unduly state of disarray or dirty beyond that of everyday use, and I do not consider mitigating one's losses to include paying oneself for finding a new Tenant.

9. The Landlord failed to pay the Tenant interest on the last month's rent deposit, as required by the *Residential Tenancies Act, 2006* (the 'Act'); this was undisputed. The Tenant requested \$16.98 in the application; this amount was recalculated as follows: $\$595.00 \times 2.5\%$ for 2023 = $\$14.875 \div$ by 365 days/year = $\$0.041 \times 249$ days May 1, 2022 to June 6, 2023) = \$10.29.
10. The total the Landlord owes the Tenant is \$1,310.29.
11. As the Tenant was successful in their application, they are also entitled to the application filing fee of \$48.00.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,358.10. This amount represents:

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- \$1,300.00 for the illegally retained money.
 - \$10.29 for interest on the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 29, 2024.
3. If the Landlord does not pay the Tenant the full amount owing by April 29, 2024, the Landlord will owe interest. This will be simple interest calculated from April 30, 2024, at 7.00% 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.

April 18, 2024

Date Issued

Diane Wade

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.