



Order under Section 135 Residential Tenancies Act, 2006

Citation: Anderson v Kalume, 2026 ONLTB 2509

Date: 2026-01-08

File Number: LTB-T-031847-25

In the matter of: 51, 105 BARD BLVD
GUELPH ON N1L0E2

Between: Traoreajani Akan Anderson Tenant

And

Roy Kalume Landlord

Traoreajani Akan Anderson (the 'Tenant') applied for an order determining that Roy Kalume (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on October 30, 2025.

Only the Tenant attended the hearing.

As of 9:51 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. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$500.00 plus the cost of filing this application.
2. The Landlord collected an illegal charge contrary to section 105 of the *Residential Tenancies Act, 2006* (the 'Act').
3. The Tenant testified at the hearing that the Landlord collected a \$500.00 "security deposit" from the Tenant at the beginning of the tenancy in August 2024. The Tenant testified that he knew the charge to be illegal but paid it anyways because he assumed the Landlord would pay it back to him at the end of the tenancy.
4. The Tenant moved out of the rental unit on December 28, 2024. He testified that the Landlord did not respond to his inquiries about the return of the security deposit and never paid it back to him.

5. I found the Tenant's testimony about the security deposit to be highly credible. He was forthcoming in his testimony and able to respond to my questions about the nature of the charge collected by the Landlord. The Landlord did not attend the hearing to give testimony or cross-examine the Tenant.
6. Based on the Tenant's testimony, I am satisfied on a balance of probabilities that the Landlord illegally collected a charge of \$500.00 contrary to section 105 and this amount should be returned to the Tenant.
7. The Act does not permit the Landlord to charge a security deposit: see section 105. As such, the Tenant is entitled to have these illegally collected funds returned to him.
8. The Tenant also sought \$25.00, representing interest on the security deposit. Section 135 of the Act does not permit a Tenant to collect interest on illegally retained funds unless the Act specifically requires such interest to be paid by the Landlord (i.e. interest on a legal last month's rent deposit). Therefore, I have not ordered the payment of interest by the Landlord.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$548.00. This amount represents:
 - \$500.00, representing the illegally collected security deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 19, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 19, 2026, the Landlord will owe interest. This will be simple interest calculated from January 20, 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.

January 8, 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.