



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

File Number: LTB-T-056530-24

In the matter of: 1, 22 STEWART AVE
KAPUSKASING ON P5N1S2

Between: Mohamad Buchnaq Tenant

And

Paul Smith Landlord

Mohamad Buchnaq (the 'Tenant') applied for an order determining that Paul Smith (the 'Landlord'):

- collected or retained money illegally.
- failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on September 18, 2025.

Only the Tenant attended the hearing.

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 some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$3,898.00, which represents a return of the illegally collected amounts, a rent abatement and the cost of filing this application.

Illegal Charge Collected

Key Deposit

2. The Landlord collected a key deposit of \$50.00 on July 19, 2023. The Tenant vacated the rental unit on March 2, 2024 and returned the keys on the same date by having his friend return the key to the Landlord's Agent. However, the Landlord has not returned the key deposit. This application was filed within the one-year limitation period contained in section 135(4) of the *Residential Tenancies Act, 2006* (the 'Act').
3. The lease agreement which was entered as evidence and states at paragraph 9 that "the tenant will pay a refundable key deposit of \$50.00. The Tenant also entered into evidence a receipt from the Landlord dated July 19, 2023 in the amount of \$2,150.00 which the Tenant asserts was to cover the last month's rent deposit of \$1,100.00, the \$50.00 key deposit, a damage deposit of \$500.00 and a per diem amount for the period of July 29, 2022 to August 2, 2023 as the Tenant moved into the rental unit early.
4. On the basis of the Tenants' uncontested evidence, I find that on July 19, 2023, the Landlord collected a \$50.00 key deposit from the Tenants. I further find that the Tenants returned the keys to the Landlord when the tenancy terminated on March 2, 2024. However, as of the date of the hearing, the Landlord has not returned the \$50.00 key deposit to the Tenants.
5. Sections 105 and 106 of the Act prohibit a landlord from collecting a security deposit other than a rent deposit that is no greater than one month's rent. Section 134 of the Act prohibits any other charges or deposits unless they are prescribed by regulation. Section 17 of *Ontario Regulation 516/06* allow a landlord to collect a *refundable* deposit for keys. The legislation does not allow a landlord to collect a security deposit.
6. I find that the Landlord did not refund the deposit when the Tenant returned their keys, and and illegally retained the deposit in doing so. I will order the Landlord to refund the amount to the Tenant.
7. Moreover, because the Act does not allow a landlord to collect a security deposit, I am satisfied that the Landlord unlawfully collected and retained the \$500.00 damage deposit, which was paid on July 19, 2023.

Withheld or Interfered with Vital Services

8. The Tenant submits that the Landlord withheld the vital service of heat.
9. The Tenant testified that during the period of September 8, 2023 to February 29, 2024, there was insufficient heat in the rental unit. The Tenant testified that he complained to the Landlord about insufficient heat on September 8, 2023 and September 12, 2023. The Tenant testified that the Landlord provided a space heater on October 1, 2023. The Tenant testified that he complained again about the heat on November 20, 2023 as the temperature was negative fourteen degrees Celsius.
10. A by-law investigation report from Kapuskasing By-Law Enforcement states that on February 7, 2024, a by-law investigator, Dany Rancourt attended the rental unit and observed that while the Landlord provided space heaters to compensate for a lack of heat, the Landlord had failed to maintain the required heat in the main bedroom, washroom, kitchen and second bedroom. The investigator further noted that the Tenant did not have access to the thermostat to adjust the heat.

11. Section 21 of the Act states that:

A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed, withhold the reasonable supply of any vital service, care serve or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food.

12. Section 4 of *Ontario Regulation 516/06* under the Act defines heat as a vital service and requires that the Landlord is legally required to ensure that the unit is consistently heated to at least 20 degrees during the period from September 1 to June 15.

13. Section 15 of *Ontario Regulation 517/06* under the Act states that:

15 (1) Heat shall be provided and maintained so that the room temperature at 1.5 metres above floor level and one metre from exterior walls in all habitable space and in any area intended for normal use by tenants, including recreation rooms and laundry rooms but excluding locker rooms and garages, is at least 20 degrees Celsius.

(2) Subsection (1) does not apply to a rental unit in which the tenant can regulate the temperature and a minimum temperature of 20 degrees Celsius can be maintained by the primary source of heat.

(3) Every residential complex shall have heating equipment capable of maintaining the temperature levels required by subsection (1).

(4) No rental unit shall be equipped with portable heating equipment as the primary source of heat.

(5) Only heating equipment approved for use by a recognized standards testing authority shall be provided in a room used or intended for use for sleeping purposes.

14. Based on the evidence before me, I find that the Landlord has failed to provide heat so that the habitable areas in the rental unit were at least 20 degrees Celsius. I was satisfied that the Tenant did not have the ability to regulate the temperature and that as per subsection 15(4) of *Ontario Regulation 517/06*, the space heater, which was a portable heating source, was insufficient as the primary source of heat. In coming to this conclusion I accept the uncontested hearsay evidence in the bylaw report. As a result, I am satisfied that the Landlord either withheld or interfered with the *reasonable* supply of a vital service, namely heat.

Failure to Maintain Rental Unit

15. The Tenant also asserts that the Landlord failed to maintain the electrical system in the rental unit, which caused the Tenant to incur unnecessary hydro expenses. The Tenant submits that as per his conversation with the Landlord, the average hydro bill for the rental

unit was \$175.00. The Tenant submits that he consulted with “different people” who rented similar units with a similar number of appliances and felt that he was being overcharged for his electricity consumption.

16. The Tenant submits that he lives alone and does not use many of his appliances and as a result, he believes that his hydro bills were excessively high.
17. The Tenant submits that he contacted the Landlord on December 4, 2023, February 11, 2024, February 19, 2024, March 13, 2024, April 2, 2024 and April 19, 2024 regarding the electricity consumption.
18. While the Tenant asserts that the issue with the hydro consumption was a result of issues with the Landlord’s maintenance of the rental unit, I was not satisfied that the Tenant has established that the allegedly excessive hydro consumption was a result of any maintenance defect in the rental unit.
19. The Tenant did not lead any specific evidence as to what exactly was causing the issue and I was not satisfied that the Tenant has proven, on a balance of probabilities, that the consumption was a result of maintenance issues and not due to, for example, the Tenant’s increased use of appliances or a device’s high consumption of the hydro.
20. There was no specific evidence of any particular device or electrical component that had not been properly maintained.
21. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act in relation to the unit’s electrical system.

Remedies

22. The Tenant sought a rent abatement of 50% for the period of September 1, 2023 to February 29, 2024 for the period the Tenant was without adequate heat in the rental unit. Where I may have awarded a 100% abatement for the period of January and February 2024 as the Tenant would have been more impacted by the lack of sufficient heat during that time, as per *Beauge v. Metcap Living Management Inc*, [2012] O.J. No 1052 (Div. Ct.), it is not open to the LTB to order any remedies in excess of that claimed in an application which has not been amended. As a result, the Landlord shall be ordered to pay \$3,300.00 which is the amount of abatement sought by the Tenant.
23. The Tenant also sought out-of-pocket expenses of \$334.52 which represents 30% of the gas bill paid for the period of August 1, 2023 to December 31, 2023 as the Tenant asserts that while he continued to pay the gas bill as per his lease agreement, he should not be liable for 30% of the gas utility where the heat was insufficient and was provided primarily via space heaters. However, the Tenant was responsible for this amount per the lease, and in any event I accounted for the issue in crafting the appropriate amount of an abatement.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$3,898.00. This amount represents:

- \$550.00 for the illegal charges collected.
 - \$3,300.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 27, 2026.
 3. If the Landlord does not pay the Tenant the full amount owing by January 27, 2026, the Landlord will owe interest. This will be simple interest calculated from January 28, 2026 at 4.00% annually on the balance outstanding.

January 16, 2026
Date Issued

Christopher Lin
Member, Landlord and Tenant Board

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