



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

**File Number:** LTB-T-063438-25

**In the matter of:** 1124, 30 SHORE BREEZE DR  
ETOBICOKE ON M8V0J1

**Between:** TAYABA ZAINEB Tenant

**And**

Wendy Jamurath Landlord

TAYABA ZAINEB (the 'Tenant') applied for an order determining that Wendy Jamurath (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 13, 2026.

The Landlord and the Tenant attended the hearing.

### **Determinations:**

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
2. The Landlord did not dispute that she collected \$300.00 from the Tenant for a key deposit and did not return the deposit to the Tenant. The Landlord's position was that she had applied the amount to a cleaning charge for the rental unit.
3. Section 134 of the *Residential Tenancies Act*, 2006 (the 'Act') provides that a Landlord may not collect or require or attempt to collect or require from a tenant, prospective tenant or former tenant of the rental unit a fee, premium, commission, bonus, penalty, key deposit or other like amount of money whether or not the money is refundable
4. Section 17 of *Ontario Regulation 516/06* under the Act provides for the following exceptions to the prohibition of key deposit charges in section 134:
  1. Payment for additional keys, remote entry devices or cards requested by the tenant, not greater than the direct costs.
  2. Payment for replacement keys, remote entry devices or cards, not greater than the direct replacement costs, unless the replacement keys, remote entry devices or cards are required because the landlord, on the landlord's initiative, changed the locks.

3. Payment of a refundable key, remote entry device or card deposit, not greater than the expected direct replacement
5. Accordingly, the Landlord is permitted to collect a refundable key deposit, however, the Landlord is only permitted to apply the key deposit to a payment replacement keys, remote entry devices or cards, and not to cleaning costs.
6. As such, I find that the Landlord retained money illegally in contravention of the Act.
7. The Tenant also incurred costs for filing the application in the amount of \$48.00 and is entitled to reimbursement of those costs.
8. The Tenant requested that the Landlord pay the total amount to the Tenant by e-transfer. The Landlord agreed. The Tenant provided the Landlord with her email address at the hearing in order to make that payment.

**It is ordered that:**

1. The total amount the Landlord shall pay the Tenant is \$348.00. This amount represents:
  - \$300.00 for the illegal charge collected.
  - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 2, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 2, 2026, the Landlord will owe interest. This will be simple interest calculated from February 3, 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 22, 2026**

**Date Issued**

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Jana Rozehnal

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.