Order under Section 135
Residential Tenancies Act, 2006

Citation: Sharma v Kassam, 2026 ONLTB 6788
Date: 2026-01-22
File Number: LTB-T-056598-25

In the matter of: 374 BUR OAK AVE
MARKHAM ON L6C2T9

Between: Naresh Sharma — Tenant

And

Allatif Kassam — Landlord

Naresh Sharma (the 'Tenant') applied for an order determining that Allatif Kassam (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 8, 2026.

The Landlord, the Landlord’s son Rahkin Kassam and the Tenant attended the hearing.

Determinations:

Preliminary Issue:

1. The Tenant filed the application with the LTB on July 24, 2025, and makes the following claims:
   - $300.00 for an illegal charge/ security deposit for keys
   - $2,600.00 for the last month’s rent deposit (LMR)
   - $166.13 for interest on the LMR

2. The tenancy was terminated pursuant to a prior LTB order on consent in LTB-L-077402-24 dated March 17, 2025 the “*prior order*”, which terminated the tenancy on June 30, 2025 and included a determination with respect to the payment of last month’s rent deposit and interest.

3. While the Landlord has refused to comply with the prior order, I explained to the Tenant that as he is already in possession of an enforceable order as against the Landlord, no further determinations would be made in this regard pursuant to the doctrine of res judicata.

4. The doctrine of *res judicata* operates to ensure finality of decisions and prevent abuse of process. It stops a party from being able to seek another order on the same issue.

5. Here, despite of a prior order as issued by the LTB, the Landlord argued that the reason he has not returned the last month's rent deposit to the Tenant is because he vacated on June 27, 2025, sooner than July 31, 2025 pursuant to an N11 agreement as entered into on March 19, 2024, and before the Board terminated the tenancy on June 30, 2025. That the Tenant did not offer him adequate notice. I explained that pursuant to the prior order, and as outlined in paragraph #3, the Landlord is entitled only to daily compensation for each day that the Tenant remaining in the unit beyond the date of termination of November 30, 2024. This pursuant to a N12 notice as served to the Tenant by the Landlord himself. Specifically, paragraph #3 of the prior order outlines that:

   3. *As the monthly rent between the parties is $2,732.00 per month, the daily compensation rate will be $89.82 per day commencing December 1, 2024.*

6. Therefore, as I am satisfied that the Board has already made final determinations with respect to the entitlement of the last month's rent deposit and interest, pursuant to the Tenant's T1 application the only issue remaining for determination is with respect to the allegation of a $300.00 charge/ security deposit for keys.

The application

7. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant $348.00 as outlined below.

8. The Tenancy commenced on September 30, 2021, and the Tenant vacated the rental unit on June 27, 2025.

9. The Tenant alleged that the Landlord collected or retained money illegally in the amount of $300.00. This amount is described under the heading of *key deposit* on page #5 in the standard lease agreement, submitted in the Board's record as DOC-7058853.

10. Specifically, it was noted that the Tenant was provided with 2 door keys, 1 mail key and 1 garage remote and that the charge of $300.00 was a *refundable deposit* to cover the costs of replacing the key, and remote entry devices *if not returned* to the landlord at the end of the tenancy.

11. Here, the Tenant submitted that he returned to the Landlord the keys to enter the rental property and the remote to the garage. That when he moved into the property, he never received a mail key from the Landlord, that upon request he obtained a mail key from Canada Post free of charge.

12. The Landlord submitted that the garage remote was returned but as it was not in working order that it was replaced and that the mail key was not returned, they have incurred a replacement cost for both.

13. Submitted in evidence (DOC-7114250) is the Tenant's correspondence with Canada Post dated October 14, 2021, ticket #0142982447 in which it outlined that the Tenant made a request for "a new or replacement set of keys for your Community and Parcel Mailbox," and which had been received and would be processed within 3 days. And provided that the Tenant could pick up the keys upon further notice.

14. The Landlord evidenced a receipt (DOC-71416746), also from Canada Post dated July 7, 2025 in which it is outlined that they incurred a cost of $32.77, described as a replacement lock/ key fee. Additionally the Landlord submits evidence to support the replacement cost of the remote.

Analysis

15. The Landlord collected $300.00 to cover key/ remotes from the Tenants on or about September 30, 2021, which he continues to retain.

16. Section 134(1)(a) of the Act states that a landlord shall 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.

17. Subsection 105(1) of the Act states that the only security deposit that a landlord may collect is a rent deposit.

18. Based on the evidence before me, on a balance of probabilities, while the lease agreement suggests the Tenant was provided a mail key, the Tenant submitted evidence that a key request was made by him to Canada Post and that a key was not provided to them by the Landlord. This request was made within 14 days of moving into the rental unit. I accept this evidence as there was no evidence adduced by the Landlord that directly supports their assertion that the Tenant was in fact provided a mail key.

19. Additionally, while the Landlord claims that the remote to the garage was returned in a nonworking order, the lease terms suggest that $300.00 was a *refundable deposit* to cover the costs of replacing the key(s), and remote entry device(s) *if not returned* to the landlord at the end of the tenancy. Here the remote was returned, the terms do not contemplate the condition of the remote and the Landlord was advised that he may proceed in his own application filing if he intends to recover any damages as claimed against the Tenant.

20. The Landlord collected money in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act') by collecting a key deposit which he testified that he applied towards the replacement of the garage remote(s), replacement of the community mailbox lock and key for the rental property once the Tenant vacated.

21. Based on the evidence before me, the Tenant is entitled to the return of the illegal charge collected in the amount of $300.00 and the application filing fee.

22. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

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.

January 22, 2026
Date Issued

Alicia Johnson
Member, Landlord and Tenant Board

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