



Order under Section 135 Residential Tenancies Act, 2006

Citation: Ghanaat v Kaur, 2026 ONLTB 8856

Date: 2026-01-28

File Number: LTB-T-065275-25

In the matter of: 2604, 7 CONCORDE PL
NORTH YORK ON M3C3N4

Between: Nozhan Ghanaat Tenant

And

Hamneet Kaur Landlord

Nozhan Ghanaat (the 'Tenant') applied for an order determining that Hamneet Kaur (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 20, 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. It is undisputed that the Tenant moved into the rental unit on August 1, 2024, and he paid the Landlord a \$500.00 key deposit. It is also undisputed that he moved out on July 30, 2025.
3. The Tenant requested the return of his \$500.00 key deposit when he returned the keys. The Landlord said that she was willing to return the key deposit, but she believes that the Tenant owes her over \$1,000.00 for damage he caused to the rental unit. She said that she has not yet filed her own application for reimbursement for damages allegedly caused by the Tenant. The Tenant said that he did not cause any damage to the rental unit.

Reasons and Analysis:

4. The Landlord said that she is willing to reimburse the Tenant his key deposit, however, she has not as yet done so even though the tenancy ended almost six months before the hearing.

5. Pursuant to section 17 paragraph 3 of O. Reg. 516/06, the Landlord is entitled to collect a key deposit commensurate with the “expected direct replacement costs”. However, it is refundable at the end of the tenancy, upon return of the keys by the Tenant.
6. Therefore, since there is no dispute that the Tenant has returned the keys, I find that the Landlord is obligated to return the refundable key deposit to the Tenant.
7. The Landlord is entitled to file her own application to claim any alleged damage caused to the rental unit by the Tenant within one year of the termination of the tenancy.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$548.00. This amount represents:
 - \$500.00 for the key deposit collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 8, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 8, 2026, the Landlord will owe interest. This will be simple interest calculated from February 9, 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 28, 2026

Date Issued

Nancy Morris

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.