



Order under Section 135 Residential Tenancies Act, 2006

Citation: Wang v Lo, 2026 ONLTB 10853

Date: 2026-02-05

File Number: LTB-T-066698-25

In the matter of: 2802, 101 PETER ST
TORONTO ON M5V0G6

Between: Duo Wang Tenant

And

Perry Lo Landlord

Duo Wang (the 'Tenant') applied for an order determining that Perry Lo (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 29, 2026.

The Landlord and the Tenant attended the hearing.

Only the Tenant attended the hearing.

As of **10:00 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 \$303.00
2. Section 134 of the *Residential Tenancies Act, 2006* (the "Act") states that unless otherwise provided by the Act, a landlord shall not directly or indirectly collect certain, listed charges from a tenant in addition to rent. One of those prohibited charges is a key deposit.
3. Section 17 of O. Reg. 516/06 (the 'Regulations') provides a list of exemptions from section 134 of the Act, including, "payment of a *refundable* key, remote entry device or card deposit, not greater than the expected direct replacement costs".[my emphasis]

4. The Tenant paid the Landlord a key deposit in the amount of \$200.00 for 1 unit key, access FOB and mailbox key on September 10, 2023. Since a non-refundable key payment is not permitted for initial key issuance, the key deposit must be refundable in accordance with the Regulations.
5. The Tenant returned all keys, which was acknowledged by the Landlord on August 31, 2024.
6. In an email to the Tenant, the Landlord refused to return the key deposit because he claimed there were damages at the rental unit and demanded a set off the amounts.
7. The Landlord retained the \$200.00 key deposit which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act').

Interest on rent deposit owing

8. The Landlord failed to pay the Tenant interest on the last month's rent deposit, as required by the *Residential Tenancies Act, 2006* (the 'Act').
9. The Tenant paid a rent deposit of \$2,200.00 on July 23, 2023. He moved out of the rental unit on August 31, 2024. He was never paid the interest on that rent deposit. His rent had never increased. Therefore the Landlord owes the Tenant the rent deposit interest in the amount of \$55.00.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$303.00. This amount represents:
 - \$200.00 for the illegal charge collected.
 - \$55.00 for interest on the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 16, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 16, 2026, the Landlord will owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.

February 5, 2026

Date Issued

Julie Broderick
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.