



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-064133-25

In the matter of: Unit 89, 55 TOM BROWN DR
PARIS ON N3L 0N5

Between: Raehana Lorick Tenant

and

Sarah Parvaiz Landlord

Raehana Lorick (the 'Tenant') applied for an order determining that Sarah Parvaiz (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 19, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary issue

1. The Tenant's application refers to a key deposit of \$250.00; however, the correct box or reason on the application for that claim was not selected. The Tenant also sought interest on the last month's rent deposit. The Landlord did not object to amending the Tenant's application. Given the parties submission, I accept the Tenant's request to amend the application.

T1 Application

2. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$2,849.55.
3. It is not in dispute that the parties agreed to terminate the tenancy early on July 29, 2025, and that the Tenant vacated the rental unit on that date. The Tenant had paid rent for July 2025.
4. The Landlord collected a last month's rent deposit of \$2,500.00 on October 1, 2024. The deposit was not applied to the last rental period of the tenancy as required by s.106(10) of the *Residential Tenancies Act, 2006* (Act) and was not returned to the Tenant.

5. The Landlord also did not pay the Tenant interest on the deposit as required by s.106(6) of the Act.
6. Further, the Landlord collected a key deposit of \$250.00 at the beginning of the tenancy which was not returned to the Tenant.
7. Based on the evidence before me, I find that the Landlord did not apply the \$2,500.00 rent deposit to the last rental period, failed to pay interest on the deposit totaling \$51.55, and did not return the \$250.00 key deposit.
8. The Landlord testified that she is prepared to pay the Tenant but objected to paying the application fee of \$48.00.
9. Although I have considered the Landlord's objection concerning the filing fee, the Tenant incurred the expense of filing an application to collect what was owed to her. As the Tenant's application was successful, in addition to paying the Tenant the illegally withheld money, the Landlord must also compensate the Tenant for the cost of filing this application.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,849.55. This amount represents:
 - \$2,500.00 for the last month's rent deposit;
 - \$51.55 for the interest on the last month's deposit;
 - \$250.00 for the key deposit; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 14, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 14, 2026, the Landlord will owe interest. This will be simple interest calculated from February 15, 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.

February 4, 2026

Date Issued

Adeela Alvez

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.