



Order under Section 135 Residential Tenancies Act, 2006

Citation: Urquhart v 2761414 Ontario Inc., 2026 ONLTB 12293

Date: 2026-02-12

File Number: LTB-T-076917-25

In the matter of: 608, 99 KENNEDY RD N
BRAMPTON ON L6V1X8

Between: Kyle Cristopher Urquhart Tenant

And

2761414 Ontario Inc. Landlord

Kyle Cristopher Urquhart (the 'Tenant') applied for an order determining that 2761414 Ontario Inc. (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 3, 2026.

The Tenant and the Landlord's Legal Representative attended the hearing.

The following witness testified at the hearing:

Denisa Marrizi (DM), area manager, on behalf of the Landlord.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenant applied to the Board, pursuant to s. 135(1) of the *Residential Tenancies Act, 2006* (the "Act"), alleging that the Landlord had illegally collected and retained a key deposit of \$50.00.
3. The Tenant stated that he was required to pay a key deposit upon moving into the rental unit on March 1, 2025. He received a total of three (3) keys in total consisting of two (2) interior keys and one (1) exterior key. He did not receive a key fob as indicated in his lease.
4. The Tenant subsequently requested the return of the key deposit from the Landlord as he felt the deposit was unreasonable.

5. Section 17 of *Ontario Regulation 516/06* (the “Regulation”) provides a list of exemptions to Rule 134(1) which includes a refundable key deposit as follows:

3. Payment of a refundable key, remote entry device or card deposit, not greater than the expected direct replacement costs.

6. This provision means that the Landlord is entitled to collect from the Tenant a key deposit provided that the money is refundable. It must be returned to the Tenant when the keys are returned at the end of the tenancy.

7. The Tenant testified that he felt a reasonable cost to replace the three (3) keys would be around \$12.00. Beyond his oral testimony he did not rely on any objective evidence to support his claim such as an estimate from a key cutter.

8. The Landlord’s witness, DM, the area manager for the Landlord testified that they use a vendor, Metro Hardware that charges them \$25 for interior keys and \$40.00 to \$50.00 for exterior keys. Although no documentary evidence was entered to support this pricing, the witness had direct knowledge of the transactions.

9. Given the above, I am satisfied that \$50.00 for the key deposit is reasonable.

10. This order contains all of the reasons in this matter and no further reasons will be issued.

It is ordered that:

1. The T1 Application be dismissed.

February 12, 2026

Date Issued

Rosemarie Ortiz

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.