



Order under Section 135 Residential Tenancies Act, 2006

Citation: Du v Maximum Global Solutions Inc., 2026 ONLTB 12650

Date: 2026-02-13

File Number: LTB-T-077850-25

In the matter of: G310, 275 LARCH ST
WATERLOO ON N2L0J4

Between: Yujia Du Tenant
Tianyue Han

And

Maximum Global Solutions Inc. Landlord

Yujia Du and Tianyue Han (the 'Tenants') applied for an order determining that Maximum Global Solutions Inc. (the 'Landlord') collected or retained money illegally.

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

The Tenants and the Landlord's agent, Max Kharitonov attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must refund the key deposit of \$250.00 plus the filing fee.
2. The Tenants 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 \$250.00.
3. The Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act').
4. The Tenant Yujia Du (YD) testified that the Tenants entered into a tenancy agreement for a fixed term for the period of September 1, 2024 to August 31, 2025. On July 11, 2026, the Tenants paid a key deposit of \$250.00.
5. The Tenants and the Landlord's agent agree that the Tenants vacated the rental unit on August 31, 2025.

6. The Landlord demanded that the Tenants pay the cost of cleaning the rental unit and that the key deposit would be used to pay the invoice to clean cat hair that was found all over the rental unit.
7. The Landlord's agent stated that the key deposit was to be used to pay the cost of the cleaning and that the Landlord was prepared to return \$120.00 from the key deposit to the Tenants but the Tenants refused to accept the payment. The Tenants wanted the entire deposit returned.
8. 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.

9. There was no dispute that the keys were not returned to the Landlord.
10. Section 33 of the Act provides:

The tenant is responsible for ordinary cleanliness of the rental unit, except to the extent that the tenancy agreement requires the landlord to clean it. 2006, c. 17, s. 33.

11. Section 105 (2) of the Act defines "security deposit" as

money, property or a right paid or given by, or on behalf of, a tenant of a rental unit to a landlord or to anyone on the landlord's behalf to be held by or for the account of the landlord as security for the performance of an obligation or the payment of a liability of the tenant or to be returned to the tenant upon the happening of a condition.

12. I find that the Landlord treated the key deposit as an illegal security deposit when the Landlord's agent told the Tenants that he would not return the full key deposit until a specific condition occurred, namely the Tenants paying the cleaning invoice.

13. Section 135 (1) of the Act allows

A tenant or former tenant of a rental unit may apply to the Board for an order that the landlord, superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act.

14. The Landlord did not dispute that it owes the Tenants the amount of the key deposit; however, the Landlord's agent insisted that he should not have to pay back the amount because the Tenants should pay the Landlord's cleaning bill.
15. I am satisfied that the Act does not permit the Landlord to retain the key deposit either in full or partial.
16. This order contains all of the reasons in this matter and no further reasons will be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$298.00. This amount represents:
 - \$250.00 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 24, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 24, 2026, the Landlord will owe interest. This will be simple interest calculated from February 25, 2026 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 13, 2026
Date Issued

Rosemarie Ortiz
Member, Landlord and Tenant Board

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