



Order under Section 135 Residential Tenancies Act, 2006

Citation: KALALA v YAHIA, 2026 ONLTB 17103

Date: 2026-02-27

File Number: LTB-T-079290-25

In the matter of: M1, 134 DESCHAMPS AVE
VANIER ON K1L5Z7

Between: STEVE BUAMIKUSU KALALA

Tenant

And

AHMED YAHIA
MOHAMMED ABDELFAHATTAH

Landlords

STEVE BUAMIKUSU KALALA (the 'Tenant') applied for an order determining that AHMED YAHIA and MOHAMMED ABDELFAHATTAH (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on February 17, 2026. The Tenant and the Landlord, Ahmed Yahia ('AY'), attended the hearing.

Determinations:

Preliminary Issue #1 - Application Amended

1. In the application, the Tenant selected Reason 5, which is a claim that 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'). However, under Reason 5, in the explanation portion of the application, the Tenant states that he was seeking the return of a security deposit he paid to the Landlords in the amount of \$500.00. I raised the discrepancy regarding the reason selected and the explanation provided at the hearing. The Tenant confirmed that he was seeking the return of the security deposit and not interest on the last month's rent deposit.
2. AY was asked if he understood from the Tenant's application that the Tenant was seeking the return of the security deposit. AY confirmed that this was his understanding. Given this, I suggested the application be amended to reflect the correct reason, being Reason 2, which claims that the Tenant paid an illegal charge to the Landlord, the Landlord's agent or superintendent. Neither party opposed the proposed amendment. Accordingly, the application was amended.

Preliminary Issue #2 – Does the Act Apply?

3. AY stated that the Tenant rented a room and that the common arrears such as the kitchen and bathroom were shared with the Landlords. AY stated that he was living in the property from time to time when the Tenant moved in.
4. The Tenant denied that either of the Landlords were living in the property at the time that he moved in or that he agreed to share a kitchen or bathroom with them.
5. A copy of the lease agreement was tendered as evidence. Nowhere in the lease was it stated that the Landlords were living in the property, that the Tenant would be required to share a kitchen or bathroom with the Landlord or that the tenancy is exempt under the Act.
6. Based on the evidence and submissions provided, I was not satisfied that the tenancy was exempt from the Act and so the application proceeded to be heard on the merits.

The Application

7. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay the Tenant the amounts ordered below.
8. The rental unit in this case is a bedroom within a house. It was undisputed that the Tenant moved into the rental unit on August 1, 2024 and that the Landlords collected a security deposit in the amount of \$500.00. The security deposit is referenced in the lease and is to be refunded within 10 days after the Tenant vacates the unit.
9. It was the Tenant's evidence that he spoke with AY and advised him that he would be vacating the unit. In response, AY told him that he needed to vacate by July 31, 2025, so that the cleaner could clean the unit, and to leave the key on the table. The Tenant stated that he did as he was asked and left the unit in good condition. Thereafter, he asked for the return of his security deposit. However, AY would not take his calls or return his texts.
10. It was AY's evidence that the Tenant made showing the unit difficult and so the Landlords were not able to rent the unit for August 1, 2025. AY stated that the Tenant's conduct caused the Landlords to incur costs and/or lose rental income and so they believed it was only fair that they keep the security deposit.

Analysis

11. Subsection 105 (1) of the Act is clear that the only security deposit a landlord may collect is a rent deposit, which is to be used to pay the last month's rent.
12. Subsection 134 (1) (b) of the Act states that, unless otherwise prescribed, no landlord shall, directly or indirectly, with respect to any rental unit, collect or require or attempt to collect or require from a tenant, prospective tenant or former tenant of the rental unit a fee, premium, commission, bonus, penalty, key deposit or other like amount of money whether or not the money is refundable.

13. Subsection 135 (1) of the Act states that 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. Based on the evidence and submissions of the parties, I find that the security deposit was collected illegally and has been retained illegally since the Tenant vacated. The Landlords had no lawful basis for which to collect the security deposit to begin with and, therefore, was not entitled to retain it after the Tenant vacated.
15. AY's evidence was essentially that the Tenant's conduct made the Landlords lose money and, as such, they do not owe the Tenant anything. This is not a valid defence to an application of this type. The Landlords have no right to retain money contrary to the Act. If the Landlords have a claim against the Tenant, the Landlords has the option of filing their own application with the Board and, if the Landlords are successful, they will be awarded a remedy. The Landlords cannot resort to self help remedies where they do not have to first prove their claims before receiving a monetary award.
16. Accordingly, the Landlords shall return to the Tenant's security deposit.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$548.00. This amount represents:
 - \$500.00 for the illegal deposit charged; and
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenant the full amount owing by March 10, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by March 10, 2026, the Landlords will owe interest. This will be simple interest calculated from March 11, 2026 at 4.00% annually on the balance outstanding.

February 27, 2026
Date Issued

Rachel Gibbons
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.