



Order under Section 135 Residential Tenancies Act, 2006

Citation: Moffat v Whitestone Rental Services, 2026 ONLTB 18349

Date: 2026-03-02

File Number: LTB-T-058251-25

In the matter of: 1609, 158 Front Street East
Toronto ON M5A0K9

Between: Ryan Moffat
Alexander Jokel
Tenants

And

Olimpia Castricone
Whitestone Rental Services
Landlord

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Ryan Moffat and Alexander Jokel (the 'Tenant') applied for an order determining that Olimpia Castricone/ Whitestone Rental Services (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 25, 2026.

Only the Tenants attended the hearing.

As of 9:53 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:

Preliminary issue – Request to amend

1. The Tenants request that the Board consider an amendment to their T1 application as filed with the Board on July 15, 2025 to include the remedy that the Landlord be ordered to pay a fine to the LTB based on their conduct of refusing the return of the key deposit.
2. *Board Rules of Procedure: Rule 15 – Amending Applications*

15.3 The request to amend will be decided at the hearing after considering:

- a) whether the amendment was requested as soon as the need for it was known;
- b) any prejudice a party may experience as a result of the amendment;
- c) whether the amendment is significant enough to warrant any delay that may be caused by the amendment;
- d) whether the amendment is necessary and was requested in good faith; and
- e) any other relevant factors.

- 3. For the following reasons the Tenants' request to amend the T1 application is denied.
- 4. The Tenants failed to adhere to Rule 15.1(b) and 15.1 (c) by not serving the Landlord an amended T1 application and by not filing the amendment with the Board.
- 5. Further, I was not satisfied that granting the request for amendment would not be prejudicial to the Landlord as they were unaware of the intended amendment the Tenants were seeking from the Board.

T1 Application

- 6. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$348.00, this representing the illegal charge collected and the application filing fee.
- 7. The Tenancy commenced on January 1, 2023, and the Tenants vacated the rental unit on May 31, 2025.
- 8. The Tenants filed the T1 application on July 15, 2025, alleging that the Landlord collected or retained money illegally, totalling \$300.00.
- 9. The evidence confirms that the Landlord does not dispute the retention of the \$300.00 key deposit however suggests, that this amount would only be returned upon the Tenants paying \$500.00 for a damaged door, DOC-7439960.

Illegal key deposit

- 10. The Landlord collected \$300.00 for a key deposit on or about December 28, 2022, which they continue to retain.
- 11. Section 134(1)(a) of the Act states that a landlord may not:

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.
- 12. Subsection 105(1) of the Act states that the only security deposit that a landlord may collect is a rent deposit.
- 13. Subsection 105(2) of the Act defines "security deposit" as:

Money, property or a right paid or given by, or on behalf of the tenant for 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 of the happening of a condition.”
[emphasis added]..

14. The one-year limitation period under subsection 135(4) does not apply to the security deposit that continues to be retained by the Landlord.
15. The Landlord collected rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act') by collecting a key deposit which was evidenced that the Landlord attempted to apply to the repair or replacement of a door that was alleged to have been damaged and discovered once the Tenants vacated.
16. Based on the uncontested evidence before me, the Tenants are entitled to the return of the key deposit of \$300.00.
17. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$348.00. This amount represents:
 - \$300.00 for the illegal charge collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by March 13, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by March 13, 2026, the Landlord will owe interest. This will be simple interest calculated from March 14, 2026 at 4.00% annually on the balance outstanding.

March 2, 2026
Date Issued

Alicia Johnson
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.