



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-060526-25

In the matter of: 2102, 275 YORKLAND RD
NORTH YORK ON M2J0B4

Between: Ching Yuen Ho Tenant
Man Ching Wong
Hei Yin Ho

And

Siew Yen Yap Landlord

Ching Yuen Ho, Man Ching Wong and Hei Yin Ho (the 'Tenant') applied for an order determining that Siew Yen Yap (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 15, 2026.

The Landlord and the Tenant attended the hearing.

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.

Preliminary Issue:

1. The Tenant requested to amend the amount in the application from \$400.00 to \$200.00. Therefore, I granted the amendment, and I proceeded to hear the merits of the case.
2. During the T1 hearing, the Landlord attempted to raise issues respecting alleged damage to the rental unit. It was explained that these matters were not before the Board as part of the Tenant's application. The Landlord was advised that they may file their own application should they wish to pursue a claim for damages.

Determinations:

3. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$248.00.

Illegal charge collected

4. The Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act').
5. The Tenants filed a T1 – Tenant Application for a Rebate pursuant to section 135 of the *Residential Tenancies Act, 2006* (the Act), alleging that the Landlord collected and retained an illegal charge in the amount of \$400.00 for keys, cards, or fobs.
6. The tenancy began on April 17, 2023. The Tenant testified that, as a condition of moving into the rental unit, they paid the Landlord \$400.00 for keys/cards/fobs. The Tenant submitted a copy of the lease agreement into evidence.
7. The tenancy ended on July 16, 2025, when the Tenants vacated the rental unit.
8. The Tenant, Ching Yuen Ho (CH), testified that upon vacating the unit, they returned the keys to the Landlord in working order. CH testified that the FOB was functional and submitted a video showing that it opened the doors without issue. CH submitted an email they sent the Landlord into evidence confirming that the keys were left and they were seeking their deposit back, but the Landlord did not return the deposit.
9. The Landlord testified that the keys were damaged. The Landlord further testified that, as a result, the keys will have to be replaced.
10. The written lease agreement was submitted into evidence. It states that the Tenant agreed to provide \$400.00 as a keys/cards/fob's replacement deposit, which "shall be returned to the Tenant provided all keys are returned to the Landlord."
11. Section 134(1) of the Act prohibits a landlord from collecting or requiring any charge from a tenant unless the charge is specifically permitted under the Act.
12. Section 17 of the General Regulation allows a landlord to collect a refundable key deposit, provided it is no more than the expected direct replacement cost of the keys, cards, or fobs, and provided it is returned when the keys are returned.
13. Section 135 of the Act authorizes the Board to order a landlord to repay money collected in contravention of the Act.
14. I accept that a refundable key deposit is permitted under the Act. When read together, section 134 of the Act and section 17 of O.Reg 516/06 prohibit a landlord from retaining a key deposit after the key has been returned at the end of a tenancy.
15. While the Landlord testified that the keys were damaged, the Landlord provided no documentary evidence to establish that replacement keys were in fact required, nor any evidence of the actual cost of replacing the keys, cards, or fobs.
16. The lease expressly states that the \$400.00 deposit is to be returned upon termination of the tenancy and the return of the keys. The Tenant, CH provided credible evidence, including contemporaneous email correspondence, that the keys were returned to the Landlord upon vacating the unit.
17. In the absence of reliable evidence that the keys were not returned or that replacement costs were incurred, I find that the Landlord was not entitled to retain the \$400.00 key

deposit. However, during the hearing there was an agreement that the Landlord had already returned \$200.00 by email money transfer to the Tenant.

18. I therefore find that the Landlord retained money to which they were not entitled, contrary to section 134 of the Act, and that the Tenants are entitled to a rebate under section 135 of the Act. Therefore, the Landlord shall pay the Tenants \$200.00.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$248.00. This amount represents:
 - \$200.00 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 March 31, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 31, 2026, the Landlord will owe interest. This will be simple interest calculated from April 1, 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.

March 20, 2026
Date Issued

Teresa Hunt
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.

