



Order under Section 135 Residential Tenancies Act, 2006

Citation: Manchen v TK Property Management Ltd, 2026 ONLTB 20682

Date: 2026-03-13

File Number: LTB-T-060169-25

In the matter of: 309, 560 Bloor Street East
Oshawa Ontario L1H3N2

Between: Rory Manchen Tenant

And

TK Property Management Ltd Landlord

Rory Manchen (the 'Tenant') applied for an order determining that TK Property Management Ltd (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 26, 2026.

The Landlord's Agent, Roger Kanphreh and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$1,135.02 by March 24, 2026.
2. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. I refer to the material facts and relevant evidence below.

Evidence of Tenant, Rory Manchen (RM)

3. RM testified that he moved into the rental unit on September 1, 2020 and vacated the rental unit on December 31, 2024. He paid a key deposit of \$1,000.00 at the commencement of his tenancy and provided a last month's deposit to the Landlord in the amount of \$1,250.00.
4. RM provided a copy of the parties' lease which confirmed that both deposits had been required by the Landlord.

5. The Tenant provided copies of emails that he sent to the Landlord requesting the return of the key deposit and requesting interest on his last month's rent deposit. These emails were dated December 22, 2022, February 4, 2023 and November 6, 2024. RM stated that despite his emails to the Landlord, he did not receive any response from the Landlord and the Landlord did not pay those amounts to the Tenant. The Tenant is seeking the return of the \$1,000.00 key deposit and interest on his last month's rent deposit.

Evidence of Landlord, Roger Kanphreh (RK)

6. RK testified that he did not require a key deposit and argued that the lease provided by the Tenant was not the correct lease. He provided 4 pages of a different lease that stated that it had 13 pages. Further, the page numbers provided include pages 1,3,5 and 7 and the titles on the pages were not in numerical order and only some titles were included.
7. RK stated that he did not receive any emails from the Tenant regarding the return of a key deposit and the last month's interest. He stated that there was no key deposit and as such, he has nothing to return to the Tenant.
8. Section 134(1)(a) of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") states that "Unless otherwise prescribed, no landlord shall, directly or indirectly, with respect to any rental unit, (a) 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."
9. The Tenant provided his evidence in a straightforward manner and it was corroborated by the parties' signed lease and dated emails between the parties. I found the Tenant to be a credible witness.
10. The Landlord provided a partial lease and he provided no reason why he did not respond to the Tenant's emails about the return of the key deposit. The Tenant used the same email address to pay the rent to the Landlord and the Landlord received the rent without any issues. The Landlord interrupted the proceedings several times and stated at the end of the hearing that he just wanted to pay the Tenant whatever he owed him so that he would "have no headaches."
11. I am satisfied that the correct copy of the lease was provided by the Tenant which clearly showed that a \$1,000.00 key deposit was charged at the commencement of the tenancy. The Tenant's emails to the Landlord in 2022, 2023 and 2024 corroborated the fact that the fee was charged and that he was seeking interest on his last month's rent deposit.
12. I am satisfied that the Landlord charged an illegal fee of \$1,000.00 for the key deposit in contravention of section 134(1)(a) of the Act. As the Landlord failed to reimburse the Tenant for this fee, the Landlord will be ordered to pay that amount to the Tenant.
13. I am also satisfied that the Landlord failed to pay interest to the Tenant on his last month's rent deposit and I am ordering that the Landlord pay that interest from September 1, 2020 through December 31, 2024. This is contrary to the Act.

14. The Tenant is entitled to his application fee as he was successful with his application.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,135.02. This amount represents:
 - \$1,000.00 for the illegal charge collected.
 - \$82.02 for interest on the last month's rent deposit.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 24, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 24, 2026, the Landlord will owe interest. This will be simple interest calculated from March 25, 2026 at 4.00% annually on the balance outstanding.

March 13, 2026
Date Issued

Carrie Bertrand
Member, Landlord and Tenant Board

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