



Order under Section 135 Residential Tenancies Act, 2006

Citation: Lucchese v Dmytriv, 2026 ONLTB 23683

Date: 2026-03-20

File Number: LTB-T-071260-25

In the matter of: 27 HECTOR AVENUE
TORONTO ON M6G3G2

Between: Anthony Lucchese Tenant

And

Oksana Dmytriv Landlord

Anthony Lucchese (the 'Tenant') applied for an order determining that Oksana Dmytriv (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 17, 2026.

Only the Tenant attended the hearing.

As of 11:40 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:

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 \$548.00.
2. The Tenant filed a T1 application seeking the return of a \$500.00 key deposit paid on April 30, 2025.
3. The Tenant testified they vacated the rental unit on August 15, 2025 and the keys were returned to the Landlord on August 17, 2025. Despite contacting the Landlord regarding the return of the refundable deposit, the Landlord refused to return any monies to the Tenant.
4. The Tenant provided a series of text messages between the Landlord and the Tenant dated April 30, 2025. These messages confirm the payment of \$500.00 was provided to the Landlord by way of electronic money transfer.

5. Section 134 of the *Residential Tenancies Act, 2006* (the “Act”) states that unless otherwise provided, a landlord shall not directly or indirectly collect certain, listed charges from a tenant in addition to rent.
6. Section 17 of the General regulation under the Act (O. Reg. 516/06) provides a list of exemptions from section 134 of the Act, including, “payment of a refundable key, remote entry device or card deposit, not greater than the expected direct replacement costs”.
7. Given the above, the onus rests with the Tenant to provide sufficient evidence to support their claim the Landlord collected an illegal charge of \$500.00 key deposit and did not return this charge to the Tenant. I find the Tenant’s uncontested testimony and evidence persuasive enough to support their claim the Landlord collected and illegal charge of a \$500.00 key deposit.
8. In my view the Tenant has provided sufficient evidence to support their claim, and the Landlord is not entitled to keep this charge as it is in breach of the Act. I am satisfied the Tenant has met that burden of proof and as such, the Tenant’s application is granted, and the Landlord owes the Tenant \$500.00.
9. As the Tenant was successful in their application, they are also entitled to reimbursement of the costs to file the application.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$548.00. This amount represents:
 - \$500.00 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

Susan Priest
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.