



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-071239-25

In the matter of: 604, 188 KING ST N
WATERLOO ON N2J2Y5

Between: Katrina W H Lau Tenant

And

HQY Development Investment (C/O) HRS Landlord
Property Management

Katrina W H Lau (the 'Tenant') applied for an order determining that HQY Development Investment (C/O) HRS Property Management (the 'Landlord') collected or retained money illegally.

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

Only the Tenant and the Tenant's legal representative, Barhilla Jesse-Buadoo, attended the hearing.

As of 9:38 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. The Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act').
2. The Tenant testified that she moved into the rental unit on September 4, 2023. At the beginning of the tenancy, the Landlord collected a refundable key deposit in the amount of \$200.00
3. The Tenant vacated the rental unit on July 25, 2025. The Tenant returned the keys to the Landlord on August 3, 2025. The Landlord did not return the key deposit to the Tenant.
4. The Landlord initially stated that the return of the deposit was delayed. Later on, the Landlord told the Tenant that they would keep the key deposit to cover alleged damage to the rental unit.

5. Not only did the Tenant deny causing any damage to the rental unit, the Act does not permit the Landlord to retain the deposit.
6. Section 134(1) of the Act states in part 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;
7. O. Reg 516/06 section 17 3. establishes exceptions to section 134 of the Act. It states that payment of a refundable key, remote entry device or card deposit, not greater than the expected direct replacement costs is exempt from section 134(1) and (3) of the Act.
8. Based on the evidence before me, I am satisfied that the Landlord collected a refundable key deposit, and failed to refund the deposit to the Tenant when the Tenant returned the keys. This is in contravention of the Act. As such, the Landlord will be ordered to return the \$200.00 deposit to the Tenant.

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

Jana Rozehnal

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.