



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-064027-25

In the matter of: 203, 409 HURON ST
TORONTO ON M5S2G5

Between: Harir Goodarznia Tenant

And

The Impressions Group Landlord

Harir Goodarznia (the 'Tenant') applied for an order determining that The Impressions Group (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 18, 2026.

Only the Tenant attended the hearing.

As of 9:48 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.
2. Illegal charge collected

The Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act').

The Tenant, Ms. Goodarznia, stated that on or about August 22, 2022, she entered into a lease agreement with the Landlord. The tenancy was to run from August 18, 2022, to August 17, 2023. The only documentation provided by the Tenant in support of this was DOC-6844332, a one-page "Acknowledgement," which at item number two states that a \$300.00 key deposit was required. I note that there is no Landlord signature on this document. However, the Tenant testified that this was the only document she was provided at the time of signing. She stated that when she met with the Landlord's agent, all portions written in blue ink had already been completed, and she only filled in the sections

in black ink before signing, returning the document, and giving back to the Landlord's agent.

3. I am satisfied that this document was created by the Landlord. I reach this conclusion because the Tenant presented evidence of six posted cheques that correspond with item number three in the agreement. Additionally, contemporaneous evidence relating to subsequent lease agreements supports the that a landlord-tenant relationship existed beginning in August 2022 and continued until the Tenant vacated the rental unit on June 18, 2025. The Tenant acknowledged that she overstayed by one day, as her intended vacate date was June 17, 2025.
4. The Tenant also submitted text message evidence documenting her communications with Newry Shao and her husband, Steve Shao.
5. Ms. Goodarznia testified that on June 17, 2025, she texted Steve Shao, who instructed her, "...if I am not there just leave the key in somewhere in the unit and send the pic to me, I will arrange the key deposit refund for u." The Tenant took a photograph of the key left on the counter and sent it to Steve. The evidence clearly shows the key on the counter.
6. The Tenant further testified that she followed up with an email to Ms. Shao on July 23, 2025, inquiring about both the last month's rent deposit and the key deposit. Ms. Shao replied on July 24, 2025, stating:

*"Hi Harir,
We were under the impression that your last payment was intended for the lease extension. Our office will process the adjustments and inform you of any balance or difference. Regarding the key deposit, we will process the return by July 31.
Thank you,
Newry."*

7. The Tenant testified that she never received a refund or e-transfer from the Landlord for either the key deposit or the last month's rent deposit.
8. I am satisfied, on a balance of probabilities and based on the uncontradicted evidence presented by the Tenant, that the Landlord collected a key deposit that was not returned to the Tenant when she vacated the rental unit.
9. Rent deposit not applied to last month of tenancy

The Landlord did not use the Tenant's rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenant. This is prohibited by the *Residential Tenancies Act, 2006* (the 'Act').

10. The Tenant stated that on or about May 18, 2025, she sent the Landlord an e-transfer (reference CAMvFhZ2) in the amount of \$1,486.26. She explained that she made this payment out of habit because rent was due. The Landlord accepted this e-transfer on May 20, 2025.

11. The Tenant testified that the Landlord never refunded the last month's rent deposit, despite the July 24, 2025, email from Ms. Shao stating it would be returned.
12. I am satisfied, on a balance of probabilities and based on the uncontradicted evidence of the Tenant, that she paid rent for the final month of the tenancy and that the Landlord never returned the \$1,486.26 rent deposit. In effect, the Landlord received payment twice: once from the Tenant's rent payment and again by holding the last month's rent deposit, which was not returned.
13. Interest on rent deposit owing

The Landlord failed to pay the Tenant interest on the last month's rent deposit, as required by the *Residential Tenancies Act, 2006* (the 'Act').

The Landlord failed to pay the Tenant interest on the last month's rent deposit as required by the Residential Tenancies Act, 2006. The Tenant testified that the tenancy began in August 2022 and ended on June 18, 2025. She stated that no interest was paid to her at any point during the nearly three-year tenancy.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,908.56. This amount represents:
 - \$300.00 for the illegal charge collected.
 - \$1,486.25 for the last month's rent deposit.
 - \$74.31 for interest on the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 6, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 6, 2026, the Landlord will owe interest. This will be simple interest calculated from April 7, 2026 at 4.00% annually on the balance outstanding.

March 26, 2026
Date Issued

Anthony Bruno
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.