



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-083429-25

In the matter of: 601, 201 SHERBOURNE ST
Toronto ON M5A3X2

Between: Adelajne Hajdari Tenant

And

Harrington Housing Landlord

Adelajne Hajdari (the 'Tenant') applied for an order determining that Harrington Housing (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 31, 2026.

Only the Tenant attended the hearing.

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 \$298.00.

Evidence of the Tenant

2. The Tenant testified that she entered into a lease agreement with the Landlord on February 26, 2025. A day prior to entering into the lease, the Tenant was requested by the Landlord to pay \$250.00, which comprised a \$150.00 key deposit and \$100.00 cleaning deposit. The Tenant entered a CIBC statement from February 2025 into evidence showing the payment of \$250.00 being made to the Landlord.
3. The Tenant was informed by the Landlord that the deposits were refundable at the end of the tenancy.
4. The Tenant vacated the rental unit on August 31, 2025, leaving the unit in broom swept condition and she returned the key. Despite this, the Landlord has failed to return the deposit to the Tenant.

Analysis

5. Section 105 of the *Residential Tenancies Act* (the Act) states:

105 (1) The only security deposit that a landlord may collect is a rent deposit collected in accordance with section 106.

6. Section 134 of the Act states:

134 (1) 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. Section 17(3) of O.Reg 516/06 states:

17. The following payments are exempt from subsections 134 (1) and (3) of the Act:

3. Payment of a refundable key, remote entry device or card deposit, not greater than the expected direct replacement costs.

8. Pursuant to section 134 of the Act, the Landlord was not entitled to collect a \$100.00 cleaning deposit from the Tenant. The Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act').

9. Pursuant to section 17(3) of the Regulations, the Landlord was entitled to collect a key deposit however it must be refundable. The evidence before the Board is that the Tenant returned the keys to the Landlord however the Landlord has not returned the deposit. As a result, this amount must be returned to the Tenant.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$298.00 This amount represents:

- \$250.00 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 April 13, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by April 13, 2026, the Landlord will owe interest. This will be simple interest calculated from April 14, 2026 at 4.00% annually on the balance outstanding.

April 2, 2026
Date Issued

Brett Lockwood
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.