



Order under Section 135 Residential Tenancies Act, 2006

Citation: Lewis v Baner, 2026 ONLTB 28906

Date: 2026-04-13

File Number: LTB-T-084331-25

In the matter of: 306, 5327 Upper Middle Road
Burlington ON L7L0E9

Between: Angelina Lewis Tenant

And

Alexandru Baner Landlords
Elisabeta Baner

And

Teodora Manning Landlords' Agent

Angelina Lewis (the 'Tenant') applied for an order determining that Alexandru Baner and Elisabeta Baner (the 'Landlords') and Teodora Manning (the 'Landlords' Agent') collected or retained money illegally.

This application was heard by videoconference on April 7, 2026.

The Landlords' Agent Teodora Manning, the Landlords Elisabeta Baner and the Tenant attended the hearing. The Tenant requested to speak to Tenant Duty Counsel prior to the start of this proceeding, however Duty Counsel was not available.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. **Therefore, the Landlords must pay the Tenant \$698.00 by April 24, 2026.**
2. The Tenant's T1 application was filed on October 6, 2025, alleging that the Landlords collected an illegal charge of \$650.00 in total during the tenancy. Specifically, as the Tenant testified for a damage deposit collected on or about 2017, and further that the

Landlords negotiated the said cheque after the tenancy terminated on or about July 31, 2025, in the amount of \$650.00.

3. The Tenant further testified that although the Landlords had provided a bank draft to rectify the issue related to the alleged illegal damage deposit this bank draft was returned to the Landlords, as the Tenant wished to pursue this T1 application and seek her legal remedies and costs.
4. The Landlords' Agent submitted that this matter could and should have been rectified as the Landlords provided a bank draft to remedy the situation regarding the alleged illegal damage deposit, however the same was returned by the Tenant as the Tenant also sought costs for this herein application, which the Landlords do not dispute. The Landlords' Agent further submitted the matter could have been resolved amicably prior to this proceeding, as the Landlords are seniors who were not informed that securing damage deposit during a tenancy was not permissible.

ANALYSIS: ILLEGAL CHARGE COLLECTED

5. The question before me is whether the Landlords are entitled to collect this additional charge pursuant to the *Residential Tenancies Act, 2006* (the 'Act').
6. Subsection 134(1) of the Act states:

134 (1) Unless otherwise prescribed, no Landlords 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. This reads as an absolute prohibition against a Landlord charging any kind of fee other than rent to a tenant. However, the section uses the phrase "unless otherwise prescribed" which means fees can be charged if they are specifically permitted in the regulations of the Act.
8. The exemptions to s.134(1) are set out in section 17 of Ontario Regulations 516/06. The list of exemptions does not include a damage deposit.
9. Therefore, I find that the Landlords breached section 134 of the Act by collecting from the Tenant an additional illegal charge in the sum of \$650.00 for a damage deposit.
10. As the Tenant has been successful in their application, the Tenant is entitled to a reimbursement of the application fee.
11. This order contains all of the reasons for my decision within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$698.00. This amount represents:
 - \$650.00 for the illegal charge collected (damage deposit).
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenant the full amount owing by April 24, 2026.
3. If the Landlords does not pay the Tenant the full amount owing by April 24, 2026, the Landlords will owe interest. This will be simple interest calculated from April 25, 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.

April 13, 2026
Date Issued

Panagiotis P. Roupas
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.