



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-093193-25

In the matter of: 1346 WEDGEWOOD DR
SUDBURY ON P3A3E4

Between: Becky Ophelia O'Donnell Tenants
Cole Johnston

And

Steven Rye Landlord

Becky Ophelia O'Donnell and Cole Johnston (the 'Tenants') applied for an order determining that Steven Rye (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 14, 2026.

Only the Tenants attended the hearing.

As of 10:01 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 \$382.46.

Background

2. During the hearing, the Tenants, Cole Johnston and Becky O'Donnell both took turns to testify. The Tenants testified that they entered into a tenancy agreement for the rental unit municipally known as 1346 Wedgewood Drive, commencing November 1, 2024.
3. The Tenant, BO, testified that she gave 60 days notice on September 1, 2025, that the Tenants were vacating the rental unit. The tenancy ended on September 20, 2025, when the Tenants vacated the unit and returned the keys.
4. On September 2, 2025, the Tenants paid the last month's rent deposit in the amount of \$2,750.00.

5. The Tenants vacated the unit substantially by September 13, 2025, and fully removed their remaining belongings by September 20, 2025.
6. The Tenant (BO) testified that on October 17, 2025, the Landlord re-rented the rental unit to a new tenant.
7. The Landlord acknowledged that the Tenants would be entitled to a refund for any period during which the unit was re-rented. The Tenants submitted a copy of text communication into evidence between the Landlord and the Tenant (BO) wherein the Landlord agreed to return a refund to the Tenants.
8. I find that once the Landlord re-rented the unit, the Landlord was not entitled to retain rent for the same period from the Tenants.
9. The Tenants were entitled to a pro-rated rent refund for the period of October 16 to October 31, 2025, totaling \$1,419.35.
10. On November 3, 2025, the Landlord paid the Tenants \$1,140.89 and deducted \$334.46 described as a "lock change fee."
11. The issue before the Board is whether the Landlord was entitled to charge and retain the \$334.46 lock change fee.

Applicable Law

12. Section 134(1) of the *Residential Tenancies Act, 2006* (the "Act") says:

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 or prospective 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.

13. 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 set out in regulation.
14. The exemptions to s. 134(1) are set out in [section 17](#) of [Ontario Regulation 516/06](#). It says in part:

17. The following payments are exempt from section 134 of the Act:

1. Payment for additional keys, remote entry devices or cards requested by the tenant, not greater than the direct costs.
2. Payment for replacement keys, remote entry devices, or cards, not greater than the direct replacement costs, unless the replacement keys, remote entry devices or cards are required because the landlord, on the landlord's initiative, changed the locks.

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

Analysis

15. I find that the lock change fee charged by the Landlord is not a lawful charge under the Act. The Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act').
16. The Landlord did not attend the hearing to provide evidence that the fee was authorized under any provision of the Act.
17. The Act does not permit landlords to charge tenants for routine maintenance or unilateral lock changes, including circumstances where the tenancy has ended, unless otherwise ordered by the Board.
18. The deduction of \$334.46 from the rent refund therefore constitutes an unlawful charge within the meaning of section 134(1) of the Act. Therefore, the Landlord shall pay to the Tenants the sum of \$334.46, representing an unlawful charge collected.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$382.46. This amount represents:
 - \$334.46 for the illegal charge collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by April 27, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by April 27, 2026, the Landlord will owe interest. This will be simple interest calculated from April 28, 2026, at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 16, 2026
Date Issued

Teresa Hunt
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.