



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-095400-25

In the matter of: 1, 78 Seagram Drive
Waterloo ON N2L3B7

Between: Andrada Popp
Gabrielle DesRoches
Kira Rain Bourque
Larissa Faria
Tenants

And

HRS Property Management
Landlord

Andrada Popp, Gabrielle DesRoches, Kira Rain Bourque and Larissa Faria (the 'Tenants') applied for an order determining that HRS Property Management (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 13, 2026.

Only the Tenants 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 Tenants' evidence.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$848.00.

Evidence of the Tenants

2. Ms. Popp testified that all four Tenants took possession of the rental unit on September 1, 2022. The parties executed a tenancy agreement in April 2022. The Tenants entered into evidence an email from the Landlord dated April 6, 2022, which stated that each Tenant was required to pay the Landlord \$714.00 toward the last month's rent deposit and \$200.00 for a key deposit.

3. On April 7, 2022, the Landlord confirmed by email that each Tenant had paid \$914.00. This email was also entered into evidence.
4. Ms. Popp testified that when the Tenants vacated the rental unit, the Landlord provided instructions regarding the return of the keys.
5. Ms. Popp returned her keys on August 17, 2025, Ms. Bourque on August 27, 2025, Ms. Faria on August 16, 2025, and Ms. Desroches on August 24, 2025.
6. The Landlord did not return the key deposits to any of the Tenants, for a total amount of \$800.00. Additionally, the Tenants paid \$48.00 for the application filing fee.

Analysis

7. Section 134(1) of the *Residential Tenancies Act, 2006* (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.

8. Section 17 of Ontario Regulation 516/06 provides an exception that permits a landlord to charge the actual cost of replacement keys, provided that the amount is no greater than the actual replacement cost and is refundable upon return of the keys.
9. The evidence establishes that the Tenants each paid \$200.00, for a total of \$800.00, for additional keys and that the Landlord treated this amount as a refundable key deposit. Upon the return of the keys, the Landlord was required to refund \$200.00 to each Tenant, or \$800.00 in total.
10. As all Tenants returned their keys to the Landlord, there is no juristic reason for the Landlord to retain the \$800.00. The Landlord is therefore required to return \$800.00 to the Tenants.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$848.00. This amount represents:
 - \$800.00 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 28, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by April 28, 2026, the Landlord will owe interest. This will be simple interest calculated from April 29, 2026 at 4.00% annually on the balance outstanding.

April 17, 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.