



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-093378-25

In the matter of: 5310, 395 BLOOR ST E
Toronto ON M4W0B4

Between: Chloe Bernabei Tenants
Serena Gokal

And

Anle Pu Landlord

Chloe Bernabei and Serena Gokal (the 'Tenants') applied for an order determining that Anle Pu (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 9:52 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 Tenants \$300.00.

Illegal charge collected

2. The Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act').
3. The Tenants filed a T1 – Tenant Application for a Rebate pursuant to section 135 of the *Residential Tenancies Act, 2006* (the Act), alleging that the Landlord collected and retained an illegal charge in the amount of \$300.00 for keys, cards, or fobs.
4. The tenancy began on September 1, 2024. The Tenant (SG) testified that, as a condition of moving into the rental unit, they paid the Landlord \$300.00 for keys/cards/fobs. The Tenant submitted a copy of the lease agreement into evidence.

5. The tenancy ended on September 30, 2025, when the Tenants vacated the rental unit.
6. The Tenant, Chloe Bernabei (CB), testified that upon vacating the unit, they returned the keys by leaving them with the concierge desk in the residential complex. CB submitted a text message they sent the Landlord into evidence confirming that the keys were left with the concierge. CB further testified that they contacted the Landlord regarding the return of the key deposit, but the Landlord did not respond and did not return the \$300.00.
7. The written lease agreement was submitted into evidence. It states that the Tenant agreed to provide \$300.00 refundable key deposit.
8. Section 134(1) of the Act prohibits a landlord from collecting or requiring any charge from a tenant unless the charge is specifically permitted under the Act.
9. Section 17 of the General Regulation allows a landlord to collect a refundable key deposit, provided it is no more than the expected direct replacement cost of the keys, cards, or fobs, and provided it is returned when the keys are returned.
10. Section 135 of the Act authorizes the Board to order a landlord to repay money collected in contravention of the Act.
11. I accept that a refundable key deposit is permitted under the Act. When read together, section 134 of the Act and section 17 of O.Reg 516/06 prohibit a landlord from retaining a key deposit after the key has been returned at the end of a tenancy.
12. The lease expressly states that the \$300.00 deposit is to be returned upon termination of the tenancy and the return of the keys. The Tenants provided credible evidence, including contemporaneous text message correspondence, that the keys were returned to the concierge upon vacating the unit.
13. In the absence of reliable evidence that the keys were not returned or that replacement costs were incurred, I find that the Landlord was not entitled to retain the \$300.00 key deposit.
14. I therefore find that the Landlord retained money to which they were not entitled, contrary to section 134 of the Act, and that the Tenants are entitled to a rebate under section 135 of the Act. Therefore, the Landlord shall pay the Tenants \$300.00.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$300.00. This amount represents:
 - \$300.00 for the illegal charge collected.
2. The Landlord shall pay the Tenant the full amount owing by April 27, 2026.
3. If the Landlord does not pay the Tenant 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

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.