



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-002979-26

In the matter of: 411, 28 EASTERN
Toronto ON M5A1H5

Between: Cam Thy Ho Tenant

And

Adam Nanji Landlord

Cam Thy Ho (the 'Tenant') applied for an order determining that Adam Nanji (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 21, 2026.

Only the Tenant attended the hearing.

As of 9:27 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 \$2,148.00 on or before May 5, 2026.
2. The Landlord did not use the Tenant's rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenant. This is prohibited by the *Residential Tenancies Act, 2006* (the 'Act').
3. The Tenant moved into the rental unit on April 6, 2025. The monthly rent was \$1,900.00. At the start of the tenancy, the Tenant paid the Landlord \$2,100.00, which consisted of a Last month rent deposit (\$1,900.00) and a refundable key deposit (\$200.00).
4. The Tenant testified that the Landlord agreed to terminate the tenancy on July 31, 2025, pursuant to an N11 Notice of termination signed by both parties, and that the Tenant vacated the rental unit pursuant to that agreement. The Tenant testified that at the time the Tenant vacated the unit, the rent was paid up to the end of July 2025.

5. The Tenant testified that as of the hearing date, the Landlord had not returned the \$2,100.00 they collected at the start of the tenancy.
6. The Tenant's position is that the Landlord has retained the \$2,100.00 illegally.
7. On the basis of the Tenant's uncontested evidence, I find the Tenancy lawfully terminated on July 31, 2025, pursuant to the parties' agreement. Therefore, the Tenant was only responsible to pay rent up to that date.
8. In terms of the last month rent deposit, it could only be applied to the rent for the last period of the tenancy pursuant to Section 106 (10) of the *Act*. The last period of the tenancy was July 2025. Since the Tenant paid the rent for that period, and the Landlord cannot use the rent deposit for any other purpose, it must be returned to the Tenant.
9. The Tenant testified that she returned keys to the unit on July 31, 2025, and entered a copy of an email into evidence which shows that she sent a picture of the returned keys which she left in the lockbox labels 411 as per the Landlord's instruction.
10. On the basis of the Tenant's uncontested evidence, I find that on July 31, 2025, the Landlord collected a \$200.00 key deposit from the Tenant. I further find that the Tenant returned the unit keys to the Landlord when the tenancy terminated on July 31, 2025. However, as of the date of this hearing, the Landlord has not returned the \$200.00 key deposit to the Tenant, as required by section 17 of O.Reg. 516/06. Therefore, I find that the Landlord's failure to return the \$200.00 key deposit to the Tenant is contrary to s. 135(1) of the *Act*.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,148.00. This amount represents:
 - \$200.00 for the illegal charge collected.
 - \$1,900.00 for the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 5, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 5, 2026, the Landlord will owe interest. This will be simple interest calculated from May 6, 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 24, 2026
Date Issued

Vinuri Sivalingam
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.