



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-089098-25

In the matter of: 1318, 20 EDWARD ST
Toronto ON M5G0C5

Between: Sara Mansouri Tenant

And

Singh Gurvinder Landlords
Singh Rupinder
Homelife Silvercity Realty Inc. Brokerage

Sara Mansouri (the 'Tenant') applied for an order determining that Singh Gurvinder, Singh Rupinder and Homelife Silvercity Realty Inc. Brokerage (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on April 20, 2026.

Only the Tenant attended the hearing.

As of 9:50 a.m., the Landlords 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 Landlords must return the Tenant's \$300.00 key deposit.
2. In the Tenant's application she incorrectly checked the box asking for interest on a last month's rent deposit rather than return of the key deposit. However, the narrative facts supporting her claim all related to return of the key deposit. Accordingly, I allowed an amendment to the application to clarify that the application sought return of that deposit illegally retained as it would have been clear to the Landlord that was the intent of the application.
3. The Landlords collected a key deposit of \$300.00 from the Tenant. The Tenant returned the keys upon vacating the unit on June 1, 2025.

4. The Landlord purported to retain the key deposit in an email exchange between the parties entered into the hearing evidence as Exhibit 1 (DOC6642685). The Landlord alleged that damages had occurred to the unit which the Tenant vehemently denied at the hearing.
5. Irrespective of whether damage was done to the unit, which I do not accept, under the provisions of the *Residential Tenancies Act, 2006* (the 'Act') s. 134 a landlord may not charge a tenant for anything other than rent. Section 134 is subject to the provisions of Ontario Regulation 516/06 section 17 which allows a Landlord to charge a refundable deposit for keys. The only circumstance in which a landlord may retain this deposit is if the keys are not returned and then the funds retained may not be greater than the cost of producing replacement keys. In this case, the Landlords have not alleged that the Tenant failed to return the keys to the unit or residential complex and as such their actions in failing to return the key deposit are illegal.
6. If a landlord believes that a tenant has caused damage and should be required to pay compensation, the landlord must file their own application at the LTB and cannot illegally retain a refundable key deposit.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$300.00. This amount represents:
 - \$300.00 for the key deposit.
2. The Landlords shall pay the Tenant the full amount owing by May 4, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by May 4, 2026, the Landlord will owe interest. This will be simple interest calculated from May 5, 2026 at 4.00% annually on the balance outstanding.

April 23, 2026
Date Issued

Christina Budweth
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.