



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-095184-25

In the matter of: 5 CARDILL CRES
WATERLOO ON N2L3Y7

Between: Hannah Lee Zhong Tenant

And

HRS Properties Landlord

Hannah Lee Zhong (the 'Tenant') applied for an order determining that HRS Properties (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 22, 2026. Only the Tenant attended the hearing.

As of 10:34 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 allegation contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant, \$248.00 for a key deposit and for the cost of filing the application.
2. The Tenant alleged that the Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act'). In September 2024, the Tenant paid a refundable key deposit of \$200.00 to the Landlord and since the tenancy terminated on August 26, 2025, the Landlord has failed to refund the deposit to the Tenant.
3. Section 105 (1) of the Act, states that the only security deposit that a Landlord may collect is a rent deposit and section 134(1) specifically prohibit the collection of a key deposit. Section 17 of O'Reg. 516/06 to the Act provides for certain exceptions from section 134(1) including "*Payment of a refundable key, remote entry device or card deposit, not greater than the expected direct replacement costs*".
4. In this case the key deposit of \$200.00 is more than "*the expected direct replacement costs*" for the keys and was not refunded to the Tenant at the end of the tenancy. Therefore, the key deposit was illegal, and it must be returned back to the Tenant.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$248.00. This amount represents:
 - \$200.00 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 May 9, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 9, 2026, the Landlord will owe interest. This will be simple interest calculated from May 10, 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 28, 2026
Date Issued

Jitewa Edu
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.