



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-096724-25

In the matter of: 23 MCCORMACK ST
TORONTO ON M6N1X5

Between: Navinson Fernando
Fabian Abraham
Parth Bagga
Nahshon Akhilesh joseph
Tenants

And

Amirhossein Kordestani
Landlord

Navinson Fernando, Fabian Abraham, Parth Bagga and Nahshon Akhilesh joseph (the 'Tenants') applied for an order determining that Amirhossein Kordestani (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 22, 2026. The Tenants and the Landlord attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants, \$4,198.00.
2. The tenancy for the three-bedroom rental unit commenced on August 31, 2025, and ended on October 31, 2025, after the parties signed an Agreement to End the Tenancy (N11). The termination date in the notice was October 31, 2025.
3. The lawful monthly rent was \$3,850.00.
4. The Tenants paid three months rent at the commencement of the tenancy. The first month's rent was applied to September 2025, and the second month's rent was applied to October 2025. The Tenants requested an order for the Landlord to refund the last month's rent deposit which was not applied to any period of the tenancy.
5. The Tenants also requested a refund of the key deposit of \$300.00 which was not refunded by the Landlord after the Tenants returned the keys. The Tenants made each of these payments on August 26, 2026.

6. The Landlord stated that the Tenants are not entitled to the last month's rent deposit since they did not give a 60-day notice to vacate.
7. The Landlord also stated that the Tenants did not return the keys to the basement area of the rental home. The parties agreed that on November 1, 2025, the Landlord in an email thanked the Tenants for returning the keys to the unit. On November 5, 2025, the Landlord informed the Tenants that the basement keys were missing. The Tenants maintained that they returned all the keys.
8. Section 106 (10) of the Act provides that a Landlord shall apply a rent deposit that a Tenant has paid to the Landlord or to a former Landlord in payment of the rent for the last rent period before the tenancy terminates.
9. In this case, the tenancy ended on October 31, 2025, but the last month's rent deposit was not returned by the Landlord even though the rent was already paid for the month. The Landlord argued that the Tenants did not give a 60-day notice of termination. However, section 37 (3) of the Act provides that a notice of termination need not be given if a landlord and a tenant have agreed to terminate a tenancy. Therefore, the Landlord must return the full last month's rent deposit of \$3,850.00 to the Tenants.
10. 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*".
11. Although the Landlord argued that the Tenants did not return the full set of keys, in his email to the Tenants on November 1, 2025, he thanked them for returning the keys. In his subsequent email, the Landlord stated that the basement keys were not returned but I have insufficient evidence to support the assertion. For example, no documentary evidence was provided to show that the Landlord incurred any costs to replace the keys.
12. Based on all the evidence, I am satisfied that the key deposit of \$300.00 is more than "*the expected direct replacement costs*" for the keys and was not refunded to the Tenants at the end of the tenancy. Therefore, the key deposit was illegal and must be returned to the Tenants.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$4,198.00. This amount represents:
 - \$300.00 for the illegal charge collected.
 - \$3,850.00 for the last month's rent deposit, and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by May 31, 2026.

3. If the Landlord does not pay the Tenants the full amount owing by May 31, 2026, the Landlord will owe interest. This will be simple interest calculated from June 1, 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 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.