



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-060351-25

In the matter of: Unit 403 Room 4, 330 SPRUCE ST
WATERLOO ON N2L3M7

Between: Adiba Uddin Tenant

And

2478720 Ontario Inc (HRS Property Management) Landlord

Adiba Uddin (the 'Tenant') applied for an order determining that 2478720 Ontario Inc (HRS Property Management) (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 25, 2026.

Only the Tenant and the Tenant's legal representative, Reem Chansedine attended the hearing.

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 to the Tenant \$248.00.

Illegal charge collected

2. The Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act').
3. The Tenant testified that the tenancy commenced on September 1, 2021. The Tenant relied on the lease agreement contained in the Tenant's Book of Evidence which confirms the terms of the tenancy, including a fixed term ending August 27, 2024.
4. The Tenant testified that she paid a key deposit in the amount of \$200.00 on June 21, 2021. Proof of payment is contained in the Tenant's Book of Evidence.

5. On February 23, 2024, the Tenant served the Landlord with an N9 Notice of Termination with a termination date of August 31, 2024. The Tenant testified that she vacated the rental unit and returned the keys to the Landlord on August 24, 2024, by delivering them to the Landlord's main office in Waterloo. Evidence of the return is contained in the Tenant's book of evidence.
6. The Tenant submitted that the Landlord confirmed receipt of the keys in an email dated October 15, 2024. The Tenant testified that she followed up with the Landlord regarding the return of the key deposit, but the deposit was not returned.
7. The Tenant testified that she left the unit in good condition, with no damage beyond ordinary wear and tear.
8. The Tenant disputes the Landlord's alleged chargeback (p. 36), stating that the charges relate to a different room within the student housing property and that the video provided by the Landlord does not show damage attributable to her unit.
9. The Tenant seeks the return of the \$200.00 key deposit and reimbursement of the \$48.00 filing fee.

Analysis

10. Section 134 of the Act permits a landlord to collect a key deposit only if it is refundable and does not exceed the reasonable replacement cost of the keys.
11. The uncontested evidence before the Board establishes that the Tenant paid a \$200.00 key deposit at the commencement of the tenancy.
12. The evidence further establishes that the Tenant returned the keys on August 24, 2024. This is supported by the Tenant's testimony and corroborated by the Landlord's email dated October 15, 2024, confirming receipt of the keys.
13. Once the keys were returned, the Landlord was required to return the key deposit to the Tenant.
14. There is no evidence before the Board that the keys were not returned or that the deposit represented actual replacement costs that were incurred.
15. Even if the Landlord alleged damages to the rental unit, the Act does not permit a landlord to retain a key deposit to offset such claims. Any such claim must be pursued separately through an application to the Board.
16. On the uncontested evidence before me, I find that the Landlord has unlawfully retained the Tenant's key deposit.
17. With respect to interest, the Act does not require a landlord to pay interest on a key deposit. Therefore, the Tenant is not entitled to accrued interest.
18. The Tenant was successful in this claim and is entitled to reimbursement of the \$48.00 filing fee.

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 8, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 8, 2026, the Landlord will owe interest. This will be simple interest calculated from May 9, 2026, at 4.00% annually on the balance outstanding.

April 27, 2026
Date Issued

Nathan Korenberg
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.