



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-061296-25

In the matter of: 1603, 38 WATER WALK DR
UNIONVILLE ON L3R6M8

Between: MAN HO CHAN Tenant

And

Wai Pang Sit Landlord

MAN HO CHAN (the 'Tenant') applied for an order determining that Wai Pang Sit (the 'Landlord') collected or retained money illegally.

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

The Landlord and the Tenant attended the hearing.

Only the Tenant 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 \$48.00.
2. The tenancy between the parties ended on July 15, 2025, when the Tenant vacated the rental unit.
3. The Tenant initially raised a claim regarding an alleged illegal charge of \$50.00. However, the Tenant confirmed at the hearing that this amount was never paid to the Landlord. As a result, this issue is dismissed.

Illegal charge collected

4. The Landlord collected a charge which is not allowed by the Residential Tenancies Act 2006 (the 'Act'), The Tenant paid a refundable key deposit of \$300.00 at the commencement of the tenancy. This is supported by the lease agreement.

5. The Tenant returned all keys to the Landlord upon vacating the rental unit on July 15, 2025.
6. The Tenant filed this application on July 26, 2025, at which time the key deposit had not yet been returned.
7. The Landlord refunded the \$300.00 key deposit after the application was filed. The Tenant confirmed receipt of the refund by email dated July 28, 2025.
8. Subsection 134(1) of the Act permits a landlord to collect a refundable key deposit, provided it does not exceed the direct replacement cost of the keys.
9. Although the key deposit was ultimately returned, the Landlord failed to return it promptly after the Tenant returned the keys and only did so after the Tenant filed this application.
10. The Board finds that the Tenant reasonably incurred the \$48.00 application filing fee in order to recover the key deposit.
11. The Tenant also raised concerns regarding alleged harassment by the Landlord. However, this issue was not properly before the Board in this application, and no findings are made

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$48.00. This amount represents:
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 10, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 10, 2026, the Landlord will owe interest. This will be simple interest calculated from May 11, 2026, at 4.00% annually on the balance outstanding.

April 29, 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.