



Order under Section 135 Residential Tenancies Act, 2006

Citation: Kent v Slykhuis, 2026 ONLTB 35449

Date: 2026-05-01

File Number: LTB-T-001229-26

In the matter of: 6, 328 OLD HOMESTEAD ROAD
KESWICK ON L4P1E8

Between: Pamela Kent Tenant

And

Dana Slykhuis Landlord

Pamela Kent (the 'Tenant') applied for an order determining that Dana Slykhuis (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 29, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenant's T1 application alleges that the Landlord collected an illegal charge of \$957.67 for plumbing services.
3. The Tenant testified that she has resided in the rental unit since 2012 and that in 2025 the kitchen sink in the rental unit began to experience drainage issues and by September, 2025 the drain was blocked completely.
4. The Landlord had a plumber attend the rental unit who performed plumbing repairs. The Landlord provided the invoice to the Tenant for payment and issued an N5 Notice of Termination with respect to the wilful or negligent damage to the plumbing system caused by the Tenant.
5. The Tenant paid the amount of \$957.67 as indicated in the N5 notice although she states that she disputes that the issues with the plumbing were as a result of her wilful or negligent conduct, and that the Landlord was not entitled to collect that charge.

Analysis

6. Section 134(1) of the *Residential Tenancies Act, 2006* (the 'Act') states:

134 (1) Unless otherwise prescribed, no landlord shall, directly or indirectly, with respect to any rental unit,

(a) collect or require or attempt to collect or require from a tenant, prospective tenant or former tenant of the rental unit a fee, premium, commission, bonus, penalty, key deposit or other like amount of money whether or not the money is refundable;

(b) require or attempt to require a tenant or prospective tenant to pay any consideration for goods or services as a condition for granting the tenancy or continuing to permit occupancy of a rental unit if that consideration is in addition to the rent the tenant is lawfully required to pay to the landlord; or

(c) rent any portion of the rental unit for a rent which, together with all other rents payable for all other portions of the rental unit, is a sum that is greater than the rent the landlord may lawfully charge for the rental unit

7. This section reads as an absolute prohibition against a landlord charging any kind of fee other than rent to a tenant. However, the section uses the phrase "unless otherwise prescribed" which means fees can be charged if they are specifically permitted in the regulations of the Act.

8. The exemptions to s.134(1) are set out in section 17 of Ontario Regulation 516/06. Included in the exemptions under subsection 6 is:

6. Payment by a tenant, former tenant, subtenant or former subtenant in settlement of a court action or potential court action or an application or potential application to the Board.

9. In the case before me that is exactly what we have. The Tenant paid the Landlord an amount alleged to have been incurred by the Landlord as result of damage wilfully or negligently caused by the Tenant to the rental unit and contained in an N5 Notice of Termination served on the Tenant by the Landlord.

10. The money collected by the Landlord in this case is exempt from section 134(1) of the Act. As such, the Tenant's application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

May 1, 2026
Date Issued

Sean Ramage
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.