



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-101772-25

In the matter of: Apt 316W, 36 Lisgar St
Toronto ON M6J0C7

Between: Sara Mohammad Tenant

And

Rupinderjit Hayer Landlord

Sara Mohammad (the 'Tenant') applied for an order determining that Rupinderjit Hayer (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 30, 2026.

Only the Tenant attended the hearing.

As of 9:30 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 allegations contained in the application on a balance of probabilities. Therefore, the Landlord shall be required to compensate the Tenant pursuant to the terms of this order.
2. The Tenant moved into the rental unit on August 1, 2024, at which time she provided the Landlord her portion of a key deposit and security deposit. The total amount of the key deposit was \$300.00, and the total amount provided for the security deposit was \$1,000.00. These amounts were split between two tenants, one of which is the Tenant named in this application.
3. The total the Tenant provided the Landlord for her portion of the key/security deposit was \$650.00. This amount was paid to the Landlord on July 29, 2024.
4. The Tenant vacated the rental unit on August 31, 2025, at which time the Landlord failed to return the key and security deposit in the amount of \$650.00 to the Tenant.

5. The Tenant was told that they damaged the rental unit and that the amount collected was applied to cover the cost of the damages.
6. To date, the Landlord has not returned to the Tenant, any portion of the key and/or security deposit.
7. Based on the uncontested evidence, I am satisfied that the Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act'). This charge is the \$500.00 security deposit collected by the Landlord on July 29, 2024. The Landlord shall be required to return this amount. The Landlord shall also be required to return the \$150.00 key deposit, as I am satisfied that the Tenant has returned the keys and the Landlord has failed to return the key deposit to the Tenant.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$698.00. This amount represents:
 - \$650.00 for the illegal charges collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 15, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 15, 2026, the Landlord will owe interest. This will be simple interest calculated from May 16, 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.

May 4, 2026
Date Issued

Ilan Shingait
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.