



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-077383-25

In the matter of: 402, 330 SPRUCE ST
WATERLOO ON N2L3M7

Between: William Wu Tenant

And

HRS Property Management Landlord

William Wu (the 'Tenant') applied for an order determining that HRS Property Management (the 'Landlord') collected or retained money illegally.

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

The Tenant attended the hearing.

As of 9:38am, 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.
2. The Tenant filed the application with the Board on November 11, 2025.
3. The Tenant claims the Landlord collected an illegal charge of \$200.00 by collecting a key deposit that the Landlord has not returned and the Landlord has failed to apply the last month rent deposit interest in the amount of \$48.11.
4. The Tenant filed evidence to support his claims in the application, consisting of the tenancy agreement (DOC-6772218), a video of the Tenant returning the keys, (DOC-6772213) and proof of the last month rent deposit (DOC-6772217) paid by e-transfer.
5. The position of the Tenant is he and three other tenants entered into a tenancy agreement with the Landlord commencing on Sept 3, 2024 for a fixed term of three years ending on August 27, 2027.
6. The tenancy agreement has a note beside section 4 of the tenancy agreement stating:

“The lease can be shortened to 2025/08/27 by following the Appendix Term Page 18”

7. Section 11 of the Additional Terms states the Tenants and Landlord may terminate the tenancy early if the Tenants provide written notice to terminate the tenancy for August 27, 2025 if the Tenants provide written notice on or before December 15, 2025.
8. The position of the Tenant is the Landlord received notice, and the Tenants vacated on August 27, 2025. The Tenant returned the keys and took a video of the Tenant returning the keys.
9. The Landlord applied the Tenant's last month rent deposit however the Landlord did not apply the interest owed.
10. The Tenant stated the Landlord has also not returned the key deposit.
11. The Tenant stated he has contacted the Landlord on several occasions with no reply. The Tenant was finally able to reach the Landlord to inquire about the Landlord returning the money and the Landlord told the Tenant to take it to the LTB.

Analysis

12. Section 106(6) states:

Interest

(6) A landlord of a rental unit shall pay interest to the tenant annually on the amount of the rent deposit at a rate equal to the guideline determined under section 120 that is in effect at the time payment becomes due. 2006, c. 17, s. 106 (6).

13. A landlord may require the tenant to pay a key deposit. Key deposits fall under the exception under section 17 of the O.Re. 516/06 and states:

17. The following payments are exempt from subsections 134 (1) and (3) of the Act:

3. Payment of a refundable key, remote entry device or card deposit, not greater than the expected direct replacement costs.

14. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Tenant has proved the allegations in the application.
15. I find the Tenant has met the burden of proof and provided sufficient evidence that a key deposit was paid.
16. I find the Tenant credible in his testimony and I am persuaded by his video evidence that the keys to the rental unit were returned.
17. I find the Landlord has failed to return the key deposit and failed to pay the Tenant interest on the last month's rent deposit, as required by the *Residential Tenancies Act, 2006* (the

'Act'). The Tenant calculated his own interest at an amount of \$48.11 however Board calculations put the interest owed at \$42.62, therefore this amount will be granted to the Tenant.

18. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$290.62. This amount represents:
 - \$200.00 for the illegal charge collected.
 - \$42.62 interest owing on the last month rent deposit.
 - \$48.11 for interest on the last month's rent deposit.
2. The Landlord shall pay the Tenant the full amount owing by May 30, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 30, 2026, the Landlord will owe interest. This will be simple interest calculated from May 31, 2026 at 4.00% annually on the balance outstanding.

May 19, 2026
Date Issued

Greg Brocanier
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.

