



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-102972-25

In the matter of: 243067 5 SIDERD
AMARANTH ON L9W0V4

Between: Benjamin Hackett Tenant
Deserae Hackett

And

Anina Jeans Landlord

Benjamin Hackett and Deserae Hackett (the 'Tenant') applied for an order determining that Anina Jeans (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 7, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$2,048.00.

Illegal Charge Collected:

2. The Tenant testified that when they signed their lease on April 21, 2025, the Landlord requested a deposit of \$2,000.00, which was not the first or last month's rent, and it would be returned upon vacating the rental unit. The Tenant then testified that they notified the Landlord they would be vacating the unit at the end of November 2025 on November 19, 2025 and asked to schedule an inspection before leaving the unit. The Tenant testified that the Landlord sent text messages that she would return the deposit once an inspection was completed, then she sent a letter stating she was withholding the deposit due to damage and the fact the Tenant had unauthorized occupants in the rental unit.
3. The Landlord testified that the \$2,000.00 was a pet deposit and also for the pool. The Landlord also testified that she felt the deposit was necessary as the Tenant was going to be building a bus home on the property. The Landlord testified she did not return the deposit because the Tenant had overnight guests with a dog that stayed for a couple months, there was building being done in the home, and the fireplace was constantly being

used. The Landlord further testified that the money was not actually a deposit, but rather she was just holding it “in trust”.

4. Based on the evidence provided, I am satisfied that the Tenant has established on a balance of probabilities that the Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the ‘Act’). Regardless of how the Landlord classified the money, I find this was the equivalent of a security or damage deposit, which is not allowed under the Act

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,048.00. This amount represents:
 - \$2,000.00 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 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

Allana McComb
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.