



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-009218-26

In the matter of: 708, 3655 KINGSTON RD
SCARBOROUGH ON M1M0E2

Between: Abdullah Sayeedi Tenant

And

Fredy Cifuentes Landlord

Abdullah Sayeedi (the 'Tenant') applied for an order determining that Fredy Cifuentes (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 20, 2026.

The Landlord, the Tenant and the Tenant's Support, Kiren Dar 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 \$276.10 which represents the return of the key deposit and the interest owing on the last month's rent deposit. For the reasons that follow, the Tenant's request for the Landlord to pay the Tenant the costs of filing this application is denied.
2. The tenancy commenced February 1, 2023. The monthly rent was \$2,100.00.
3. The Tenant testified that he paid \$6,500.00 at the outset of the tenancy which represented three months' rent and a \$200.00 key deposit.
4. The Landlord submits that the key deposit was the reasonable costs of a key card, key fob and two keys.
5. The tenancy terminated on January 29, 2025 as per an N11 agreement signed by the Landlord and the Tenant.
6. It was undisputed that the rent deposit was applied to the rent owing for the first month of the tenancy and the last two months of the tenancy. The Tenant did not dispute that he had not paid any rent for the last two months of the tenancy as his understanding was that the remaining two months' worth of rent deposit would be applied to the last two months of the tenancy.

Interest Owing on the Last Month's Rent Deposit

7. The Tenant sought an order for the interest owing on the last month's rent deposit.
8. It was undisputed between the parties that the Landlord has not paid any interest on the last month's rent deposit.
9. Section 106(6) of the *Residential Tenancies Act, 2006* (the 'Act') states:

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.

10. Based on the undisputed evidence before me, I find that the Landlord 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 is owed interest on the last month's rent deposit for the period of January 19, 2023 to January 29, 2025 in the amount of \$76.10. An order will issue for the Landlord to pay the Tenant \$76.10 for the interest owing on the last month's rent deposit.

Key Deposit

11. The Tenant also sought an order requiring the Landlord to return the key deposit which is being retained by the Landlord.
12. The Tenant testified that the keys were placed in a lockbox belonging to the Landlord's real estate agent on January 29, 2025. The Landlord did not deny that the keys had been returned by the Tenant.
13. Section 17 of O. Reg 516/06 under the Act permits a landlord to collect:

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

14. Section 135(1) of the Act states:

A tenant or former tenant of a rental unit may apply to the Board for an order that the landlord, superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act or the Tenant Protection Act, 1997.

15. On the basis of the uncontested evidence before me, I find that the Landlord collected a key deposit of \$200.00. I further find that the Tenant returned the keys to the Landlord when the tenancy terminated on January 29, 2025. However, as of the date of the hearing, the Landlord has not returned the \$200.00 key deposit to the Tenant as required by section 17 of O. Reg 516/06 under the Act. An order will issue for the Landlord to return the key deposit of \$200.00 to the Tenant.

Filing Fee

16. The Tenant sought an order requiring the Landlord to reimburse the Tenant for the cost of filing this application and the Landlord opposes the request.
17. The Landlord submits that as per his email dated January 28, 2025 (DOC-7973729), he had acknowledged the requirement to return \$200.00 for the key deposit and \$105.00 for the interest on the last month's rent deposit and requested e-transfer information for the Tenant to provide a return of the key deposit and the interest owing on the last month's rent deposit. While the Landlord further emailed the Tenant on February 3, 2025 indicating that they had found damages, there was no evidence that the Landlord had refused to provide a return of the last month's rent deposit.
18. The Tenant responded on February 9, 2025 that he was still awaiting a return of the deposit but did not provide any information about where to send the e-transfer as requested by the Landlord.
19. The Tenant testified that the Landlord ought to know that the email address for the e-transfer was the same e-mail address used for communication between the parties. The Landlord testified that he had asked for the e-transfer information to ensure that the amounts were properly transferred to the Tenant.
20. The Board's Interpretation Guideline 3 states:

As a general principle, a Member should not order costs of any kind in favour of a party if the conduct of that party was not proper. If both parties were responsible for the unreasonable conduct, neither should be ordered to pay the costs to the other, although one or both may be ordered to pay the Board's costs.
21. In this case, I do not think it was unreasonable for the Landlord to confirm the email address for e-transfer with the Tenant. The Tenant chose not to provide an email address to the Landlord for the e-transfer and instead chose to file this application. Based on the evidence before me, I find that the filing fee was incurred as a result of the Tenant's choice not to provide an email address and to proceed with the filing of this application. As a result, I decline to award the filing fee.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$276.10. This amount represents:
 - \$200.00 for the last month's rent deposit.
 - \$76.10 for interest on the last month's rent deposit.
2. The Landlord shall pay the Tenant the full amount owing by June 8, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by June 8, 2026, the Landlord will owe interest. This will be simple interest calculated from June 9, 2026 at 4.00% annually on the balance outstanding.

May 28, 2026
Date Issued

Christopher Lin
Member, Landlord and Tenant Board

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