



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-013078-26

In the matter of: 322, 8 Harris Street
Cambridge ON N1R8R1

Between: Su Yong Gavin Woo Tenant

And

Rodrigo Borges Landlord

Su Yong Gavin Woo (the 'Tenant') applied for an order determining that Rodrigo Borges (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 28, 2026.

Only the Tenant and the Tenant's Support, Chai Hean Han attended the hearing.

As of 9:54 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 must pay to the Tenant \$3,298.00 which represents the unlawfully retained deposits and the cost of filing this application.
2. The Tenant submits that the last month's rent deposit was not applied to the last rental period nor was it returned to the Tenant. The Tenant also submits that the Landlord has unlawfully retained a key deposit in the amount of \$250.00.

Last Month's Rent Deposit

3. A copy of the lease agreement was entered as evidence by the Tenant. The Tenant testified that on August 15, 2025, as per the lease agreement, the Tenant paid an illegal security deposit in the amount of \$3,000.00 along with a key deposit in the amount of \$250.00 which was unlawfully retained by the Landlord.
4. A copy of the Tenant's e-transfer in the amount of \$3,250.00 dated August 15, 2025 was entered into evidence by the Tenant.

5. The Tenant testified that he vacated the rental unit on December 27, 2025 and returned the keys to the Landlord's handyman as per the Landlord's request. The Tenant also testified that the security deposit and the key deposit have not been returned to the Tenant.
6. Section 105 of the Act provides that the only security deposit a landlord may collect is a rent deposit collected in accordance with section 106 of the Act.
7. Section 106(2) of the Act states that "the amount of a rent deposit shall not be more than the lesser of the amount of rent for one rent period and the amount of rent for one month."
8. While the Landlord and the Tenant may have agreed upon a security deposit in the lease agreement, section 3(1) of the Act states that "this Act, except Part V.1, applies with respect to rental units in residential complexes, despite any other Act and despite any agreement or waiver to the contrary."
9. What this means is that it was not open to the parties to contract out of the Act with regards to the security deposit. The only security deposit the Landlord was entitled to collect in accordance with sections 105 and 106 of the Act was an amount equal to the rent for one month.
10. Section 134 of the Act prohibits landlords from collecting a rent deposit. However, pursuant to section 17.3 of O. Reg. 516/06, it is not illegal for landlords to collect key deposits provided the deposit is refundable and is no more than the actual replacement costs of the keys.
11. Based on the uncontested evidence before me, am satisfied that the Landlord illegally collected an amount that is not allowed by the *Residential Tenancies Act, 2006* (the 'Act'). I further find that the Landlord has unlawfully retained the key deposit.
12. The Landlord shall refund the security deposit and the key deposit in the amount of \$3,250.00.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$3,298.00. This amount represents:
 - \$3,250.00 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 June 15, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 15, 2026, the Landlord will owe interest. This will be simple interest calculated from June 16, 2026 at 4.00% annually on the balance outstanding.

June 4, 2026
Date Issued

Christopher Lin
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.