



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-003253-26

In the matter of: 99 AINSLIE AVE
HAMILTON ON L8S2K1

Between: Madeleine Elizabeth Sauve Tenant

And

Kamal Kumar Soin Landlord

Madeleine Elizabeth Sauve (the 'Tenant') applied for an order determining that Kamal Kumar Soin (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 11, 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 \$709.47.

Illegal Rent Collected

2. The Tenant provided text messages between herself and the Landlord, agreeing to end the Tenancy on December 13, 2025, and agreeing to return the pro-rated rent amount for the remainder of the month. However, once the Tenant vacated, the Landlord stated that he was not returning the rent amount and his position is that the Tenant didn't provide proper notice to terminate the tenancy, therefore, they are not entitled to any compensation. The correspondence between the Landlord and the Tenant clearly indicates that the Landlord and Tenant mutually ended the tenancy, and it is deemed to have been terminated on December 13, 2025.
3. The Landlord collected rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act'). The tenancy was deemed terminated on December 13, 2025, the date that the parties mutually agreed to terminate the tenancy. Therefore, the rent charged from December 14 – December 31, 2025, was collected contrary to the Act.

4. The daily compensation is calculated as follows: Monthly rent (\$850.00) x 12 / 365 = \$27.94.

Illegal Key Deposit

5. The Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord collected a \$200.00 key deposit from the Tenant. The testified that they returned the keys on December 13, 2026, but the Landlord was refusing to return the deposit. The Landlord testified that when he went to the unit after the Tenant vacated, he could not locate the key in the unit. He attempted to contact the Tenant, who advised the Landlord to contact her dad, as he was the one that returned the key by leaving it in the rental unit. I am not satisfied that the keys were returned properly to the Landlord, as it was not clear exactly where the key was, or why the Landlord could not locate it.

S. 134 of the Act and O. Reg. 516/06

6. Section 134(1)(a) of the Act states that, unless otherwise prescribed, a landlord may not: collect or require or attempt to collect or require from a tenant, prospective tenant or former tenant of the rental unit a fee, premium, commission, bonus, penalty, key deposit or other like amount of money whether or not the money is refundable.
7. To determine what is "prescribed" I must look to the regulations under the Act. *O. Reg. 516/06 s. 17 para. 2.*

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

2. Payment for replacement keys, remote entry devices or cards, not greater than the direct replacement costs unless the replacement keys, remote entry devices or cards are required because the landlord, on the landlord's initiative, changed the locks.

*Underlining added

8. Therefore, I find that the Landlord would only be entitled to retain the costs of the direct replacement of the keys. The Landlord uploaded evidence that the keys were basic keys and cost a total of \$13.51 to replace.
9. The additional \$186.49 (\$200 deposit – \$13.51 costs to replace the keys) charged by the Landlord, and still being retained, is an illegal charge contrary to the Act. Therefore, the Landlord must return the amount that exceeds the direct replacement costs of the keys incurred.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$709.47. This amount represents:
 - \$474.98 for excess rent collected.
 - \$186.49 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 30, 2026.
 3. If the Landlord does not pay the Tenant the full amount owing by June 30, 2026, the Landlord will owe interest. This will be simple interest calculated from July 1, 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.

June 9, 2026
Date Issued

Chris Hall
Member, Landlord and Tenant Board

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