



Order under Section 135 Residential Tenancies Act, 2006

Citation: Huang v 2478720 Ontario Inc., 2026 ONLTB 45343

Date: 2026-06-11

File Number: LTB-T-019207-26

In the matter of: 402, 330 SPRUCE ST
waterloo ON M1W3E9

Between: Tommy Ren-Cai Huang Tenant

And

2478720 Ontario Inc. Landlord

Tommy Ren-Cai Huang (the 'Tenant') applied for an order determining that 2478720 Ontario Inc. (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 4, 2026.

Only the Tenant attended the hearing.

As of 9:40 AM, 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 \$290.47 on or before June 22, 2026.
2. In the application, the Tenant alleged that the Landlord unlawfully charged and retained a \$200.00 key deposit and failed to pay interest on the last month's rent deposit.
3. The Tenant submitted a copy of the lease agreement between four co-tenants and the Landlord. The agreement required each co-tenant to pay a \$200.00 key deposit. The Tenant testified that the lawful monthly rent was \$4,276.00, which was divided equally among the co-tenants at \$1,069.00 each.
4. The Tenant stated that the rental unit was secured by a standard lock and metal key.

5. The Tenant testified that on or about January 24, 2024, he paid the Landlord \$1,269.00 by eTransfer, representing the last month's rent deposit and the key deposit. The Tenant stated that the rent did not increase during the tenancy.
6. The Tenant testified that he vacated the rental unit on August 25, 2025, and returned the keys to the receptionist at the Landlord's business office. The last month's rent deposit was applied to the final month of tenancy; however, no interest was paid. Despite repeated requests over six months following move-out, the Landlord has not refunded the key deposit.

Analysis

Illegal charge collected

7. Section 134(1) of the Residential Tenancies Act, 2006 (the "Act") prohibits illegal charges, subject to exemptions set out in section 17 of O. Reg. 516/06. Section 17 permits a landlord to collect a refundable key, remote entry device, or card deposit, provided it does not exceed the direct replacement cost.
8. I accept the Tenant's testimony that the key was a standard metal key that could be replaced at a nominal cost of \$10.00 or less. I therefore find that the \$200.00 key deposit exceeded the expected direct replacement cost and was not lawful.
9. Based on the uncontested evidence, I find that the Tenant paid the \$200.00 key deposit required by the lease and that the Landlord did not refund it after the key was returned. Accordingly, the Landlord will be ordered to refund the key deposit.

Interest on the rent deposit

10. A landlord's obligation to pay annual interest on a rent deposit is set out in section 106(6) of the Act.
11. I accept the Tenant's uncontested evidence that he paid a last month's rent deposit of \$1,069.00 on or about January 24, 2024. I also accept that, although the deposit was applied to the final month of tenancy, the Landlord did not pay interest on the amount held from the start of the tenancy to August 25, 2025.
12. I calculate the amount of interest owing to the Tenant is \$42.47. An order will issue requiring the Landlord to pay this amount to the Tenant.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$290.47. This amount represents:
 - \$200.00 for refund of the key deposit collected.
 - \$42.47 for interest on the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 22, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by June 22, 2026, the Landlord will owe interest. This will be simple interest calculated from June 23, 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 11, 2026
Date Issued

Melissa Anjema
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.