



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-019648-26

In the matter of: 1006, 1 Victoria St S
Waterloo ON N2G0B5

Between: Norhan Abbas Tenant

And

Marv Franz Landlord

Norhan Abbas (the 'Tenant') applied for an order determining that Marv Franz (the 'Landlord') collected or retained money illegally.

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

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove on a balance of probabilities that the Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act').
2. . Therefore, the application is dismissed.
3. This application was filed under s.135(1) of the Act which states:

135 (1) 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*.

4. The Tenant's claim against the Landlord is based on two items related to her moving out of the rental unit which is located in a large condominium building.
5. First, the Tenant alleges that the elevator reservation fee of \$100.00 charged by the condominium is an illegal charge which should be born by the Landlord. Second, the Tenant alleges that the moving elevator in the building was not working properly on the day she moved out causing her to incur an additional \$94.00 in moving time to the moving company.

6. Beginning with the second item, this is not a charge by the or on behalf of the Landlord. It was paid to the moving company and therefore Tenant has no claim against the Landlord under s.135(1) of the Act.
7. Regarding the claim for \$100.00, again, this is not a charge collected by the Landlord. It was a charge collected by the condominium management company. In fact, DOC #8095913 (clause 31 in the second to last paragraph) specifically provides that the Tenant is responsible for any elevator booking fee when the Tenant moves in or out of the rental unit. Requiring the Tenant to pay this fee to the condominium management company is not contrary to the Act. The Landlord did pay the fee upon the Tenant's assumption of the unit, but this was purely a good will gesture on his part.

It is ordered that:

1. The Tenant's application is dismissed, and the LTB file is closed.

June 11, 2026

Date Issued

Christina Budweth

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.