



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-024059-26

In the matter of: 01, 251 HURON ST
OSHAWA ON L1H5E6

Between: Naren Kuma Gupta Bejugam Tenant
Adithya Vardhan Gupta

And

Banujan Thamnithurai Landlord

Naren Kuma Gupta Bejugam and Adithya Vardhan Gupta (the 'Tenant') applied for an order determining that Banujan Thamnithurai (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 11, 2026.

Only the Tenant attended the hearing.

As of 9:41 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 the Tenants \$948.00.
2. The Tenants applied for an order determining that the Landlord failed to return the Tenants' key deposit and rent deposit as required by the *Residential Tenancies Act, 2006* (the 'Act').
3. The tenancy began on September 8, 2024. At the beginning of the tenancy, the Landlord or the Landlord's agent collected a key deposit of \$100.00. The Tenant also paid a rent deposit of \$800.00. The monthly rent was \$800.00.
4. The Tenants vacated the rental unit and returned the key to the Landlord or the Landlord's agent on April 6, 2025.
5. The Tenant testified that the Landlord asked the Tenants to move out of the rental unit in March 2025. The Tenants vacated the rental unit on April 6, 2025. The Tenant testified that

the March and April 2025 rent had been paid in full. The Tenant further testified that, on April 6, 2025, they contacted the Landlord and requested the return of the key deposit and rent deposit. The Landlord refused to return both deposits and stated that the money would be applied to maintenance costs. The Tenant submitted text message correspondence between the parties dated April 2025 in support of this evidence.

6. Based on the Tenant's uncontested evidence. I find on a balance of probability, that the tenancy ended on April 6, 2025, the Tenants returned the key, and the rent had been paid in full up to the date the Tenants vacated the rental unit.
7. Section 106 of the *Residential Tenancies Act, 2006* (the 'Act') governs rent deposits. A rent deposit may be collected only for the rent for the last rental period before the tenancy ends. In these circumstances, because the Tenants paid the March and April 2025 rent in full and vacated the rental unit on April 6, 2025, the Landlord was not entitled to retain the rent deposit. The Tenant is entitled to the return of the rent deposit in the amount of \$800.00.
8. Section 134 of the Act prohibits a landlord from collecting or retaining charges in addition to rent, except as permitted by the Act. Section 135 of the Act permits a tenant or former tenant to apply for an order requiring the landlord to repay money collected or retained in contravention of the Act.
9. Section 17 of *Ontario Regulation 516/06* provides that a landlord may collect a refundable key, remote entry device, or card deposit, provided the amount is not greater than the expected direct replacement cost. A key deposit must be refundable.
10. When section 134 of the Act is read together with section 17 of *Ontario Regulation 516/06*, a landlord is not permitted to retain a key deposit after the key has been returned at the end of the tenancy. I find that the Tenants returned the key on April 6, 2025. Therefore, the Landlord was required to return the key deposit. The Tenant is entitled to the return of the key deposit in the amount of \$100.00.
11. The Landlord must therefore pay the Tenants \$900.00, representing \$800.00 for the rent deposit and \$100.00 for the key deposit.
12. As the Tenants were successful in their application, the Landlord must also reimburse the Tenants for the cost of filing the application.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$948.00. This amount represents:
 - \$900.00 for 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 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 19, 2026
Date Issued

Joy Xiao
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.