



Order under Section 135 Residential Tenancies Act, 2006

Citation: SO v Linda, 2026 ONLTB 47198

Date: 2026-06-16

File Number: LTB-T-022064-26

In the matter of: 616, 7 KENASTON GDNS
NORTH YORK ON M2K0E9

Between: Hoi Suen So Tenants
Ho Lam Lee

And

Linda Giancola Landlord

Hoi Suen So and Ho Lam Lee (the 'Tenants') applied for an order determining that Linda Giancola (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 10, 2026.

Only the Tenants attended the hearing.

As of 12:43 p.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 Tenants' evidence.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$598.00 by June 27, 2026.
2. The Tenants testified that they rented 616-7 Kenaston Gardens in North York from February 22, 2024 to February 20, 2026. They provided a copy of the lease for the property that confirmed that the rent was \$2,550.00 per month and that a \$300.00 key deposit fee was charged by the Landlord, along with a last month's rent deposit of \$2,550.00. These amounts were paid by the Tenants to the Landlord prior to moving into the unit.
3. The Tenants are seeking the return of the \$350.00 key deposit fee which has not been returned to them by the Landlord since the termination of their tenancy.

4. Further, they stated that due to constant water ingress in the apartment, the Landlord agreed to reduce the rent to \$2,300.00 per month in the last year of their lease. The Tenants stated that this was done by the Landlord to entice them to remain in the rental unit for another year. The Tenants provided a copy of their email dated February 18, 2026 to the Landlord requesting the return of the key deposit and the \$250.00 rent adjustment balance upon move-out. The Landlord responded to the Tenants on February 19, 2026 and stated that she felt that the Tenants had not provided proper notice of termination.
5. The Tenants further provided a copy of their bank statement confirming that their current monthly rent payment was \$2,300.00. Due to the fact that the Tenants' monthly rent was \$2,300.00 per month and they had provided a last month's rent deposit of \$2,550.00, they are seeking the return of \$250.00 from the Landlord.

Law and Analysis

6. Section 134(1)(a) of the Residential Tenancies Act, 2006 (hereinafter referred to as the "Act") states that "Unless otherwise prescribed, no landlord shall, directly or indirectly, with respect to any rental unit, (a) 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. Based on the Tenants' uncontested evidence, I am satisfied that the Landlord charged an illegal fee of \$300.00 for the key deposit in contravention of section 134(1)(a) of the Act.
8. Section 106(1) of the Act states "A landlord may require a tenant to pay a rent deposit with respect to a tenancy if the landlord does so on or before entering into the tenancy agreement and 2) 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."
9. Further section 106(10) states "A landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy termination."
10. In the Landlord's response to the Tenants on February 19, 2026, she did not correct or dispute the fact that the current rent was \$2,300.00 per month. This corroborates the Tenants' position that the current rent was \$2,300.00 per month and their bank statement also confirmed that monthly amount.
11. Based on the evidence, I am satisfied that the Landlord retained \$250.00 more than the allowable rent deposit. The Act prohibits the Landlord from retaining this \$250.00 and that amount shall be returned to the Tenants.
12. The Tenants are successful with their application.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$598.00. This amount represents:

- \$300.00 for the illegal charge collected;
 - \$250.00 for the excess last month's rent deposit illegally retained; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by June 27, 2026.
 3. If the Landlord does not pay the Tenants the full amount owing by June 27, 2026, the Landlord will owe interest. This will be simple interest calculated from June 28, 2026 at 4.00% annually on the balance outstanding.

June 16, 2026
Date Issued

Carrie Bertrand
Member, Landlord and Tenant Board

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