



Order under Section 135 Residential Tenancies Act, 2006

Citation: Dunlop v Devonshire properties, 2026 ONLTB 47264

Date: 2026-06-18

File Number: LTB-T-021967-26

In the matter of: 1802, 20 GRAYDON HALL DR
NORTH YORK ON M3A3A2

Between: Adam Dunlop Tenant

And

Devonshire Properties Landlord

Adam Dunlop (the 'Tenant') applied for an order determining that Devonshire Properties (the 'Landlord') collected or retained money illegally.

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

The Tenant, the Landlord's Legal Representative, Sarah Teal and the Landlord attended the hearing. Charmaine Dunlop, spouse of Adam Dunlop, also attended the hearing.

Preliminary Issue:

1. The Landlord's Legal Representative, Ms. Teal requested an adjournment of today's hearing due to other attendances that were scheduled for today. She stated that she reached out to the Tenant requesting that he consent to the adjournment request and that this was done well in advance of today.
2. The Tenant was not agreeable to adjourning today's matter as both he and his wife had to take days off of work to attend the hearing. Further, he stated that he had sent a message to Ms. Teal advising that he gave consent to adjourn this hearing date.
3. Both parties reviewed their recent communications and the Tenant's consent for the adjournment was confirmed. Ms. Teal felt that Mr. Dunlop's actions after that message contradicted his consent and she did not file the consent request for adjournment of the hearing. Based on the above, I did not grant the adjournment request.
4. Based on the fact that this is an all-day block, I suggested that Ms. Teal attend her other court matter and return to this block when she was able. The matter was able to proceed.

Determinations:

5. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$477.40 by June 29, 2026.
6. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. I refer to the material facts and relevant evidence below.

Tenant's Evidence

7. The Tenant testified that in January of 2025, he was attempting to enter the locked parking lot and inserted his key into the lockbox. He stated that when the key was rotated, the faceplate fell out with his key stuck in it. He was finally able to get his key out and entered the parking garage as it was the middle of winter and he had just finished work.
8. The Tenant stated that because the lockbox was fixed the following morning, he did not speak to the Landlord about the issue that he had the previous night. He stated that the Landlord sent him an invoice in the amount of \$429.50 in May of 2025 alleging that he had negligently caused damage to the lockbox.
9. The Tenant provided a picture of the lockbox for the parking lot. He stated that he did not do anything to damage the lockbox and that the faceplate fell off because the lockbox is slanting and is in terrible shape.
10. The Tenant disputed this invoice for many months and then his wife apparently paid the invoice on August 8, 2025. He then decided that he should not have had to pay for the invoice and decided to bring this application. He stated that he should not have to pay for something that he did not break and is not well maintained as shown in the picture.

Landlord's Evidence

11. The Landlord's Property Manager, Cody Neal testified that he oversees the Graydon Hall properties and is familiar with the chargeback against the Tenant. He stated that the Tenant acted in a negligent manner and he was too forceful with the lockbox. His position is that the Tenant wilfully caused the damage and that is why they issued the chargeback against the Tenant.
12. Mr. Neal further stated that the Tenant agreed to pay the \$429.40 voluntarily and that because of that, they cannot now request a refund.
13. In cross-examination, Mr. Neal was asked how he determined that the Tenant had wilfully damaged the lockbox. He replied that by speaking with other staff members and having group chats with the employees, he was able to determine the Tenant's negligence.

Law and Analysis

14. 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.”
15. A landlord who believes that a tenant has willingly broken something or caused damage negligently has the right to serve an N5 and bring an L2 application to the Board for adjudication. A landlord does not have the right to simply charge a tenant a chargeback and add it to their rent ledger. The Landlord in this case failed to bring an L2 application against the Tenant for the “damage” claim and now seeks to substantiate his actions.
16. There was no agreement between the parties that the Tenant would pay this chargeback and I am not satisfied that the Tenant paid this voluntarily. The Tenant testified that he disputed this fee for months and finally gave in. The Tenant has every right to request that this fee be returned to him.
17. In this case, it is clear that the Landlord charged an illegal fee of \$429.40 in contravention of section 134(1)(a) of the Act.
18. The Tenant is entitled to his application fee as he was successful with his application.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$477.40. This amount represents:
 - \$429.40 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 29, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 29, 2026, the Landlord will owe interest. This will be simple interest calculated from June 30, 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 18, 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.