



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-088160-25

In the matter of: 7, 25 PRIYA LANE
SCARBOROUGH ONTARIO M1B0E8

Between: Inez Porteous Tenants
Diane Daley

And

May Evangelista Landlord

Inez Porteous and Diane Daley (the 'Tenants') applied for an order determining that May Evangelista (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 7, 2026. The Landlord and the Tenant, May Evangelista, attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants the amount of \$1,000.00
2. It was uncontested that the Tenants paid the Landlord a \$1,000.00 refundable key deposit on April 30, 2025.
3. It was also uncontested that the Tenants moved out of the rental unit on or about August 31, 2025, and that on the same day, the Tenants returned the keys and fob to the Landlord.
4. It was also uncontested that the Landlord did not return the refundable key deposit to the Tenants after they returned the keys and fob on August 31, 2025.
5. The Landlord testified that although she received the keys and the fob from the Tenants, she alleges there were damages to the fob, and the Tenants owe her money as a result.

6. Section 135 (1) of the *Residential Tenancies Act, 2006* ('the Act'), states the following:

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.

7. The Landlord collected a charge which is not allowed by the Act.

8. Based on uncontested evidence before me, I find that the Landlord collected a charge in the amount of \$1,000.00 when the Tenants paid for the key deposit on April 30, 2025. The Tenants returned the keys to the Landlord on August 31, 2025, when they moved out of the unit. Therefore, the Landlord must reimburse the Tenants for the illegal amount retained in the amount of \$1,000.00.

9. Although the Landlord alleges that there were damages to the fob when it was returned, this application is brought by the Tenants and not the Landlord, and no consideration was given to any alleged damages. The Landlord also testified that they did not file an application to obtain an order against the Tenants for any damages.

10. This order contains all of the reasons and no further reasons will be given.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,053.00. This amount represents:
 - \$1,000.00 for the illegal charge retained.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by July 31, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by July 31, 2026, the Landlord will owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 19, 2026
Date Issued

Colette Myers
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.

