



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-074482-25

In the matter of: 648, 121 LOWER SHERBOURNE ST
TORONTO ON M5A0W8

Between: Ho Yang Chang Tenant

And

Paul (Kowk Chang) Mok Landlord

Ho Yang Chang (the 'Tenant') applied for an order determining that Paul (Kowk Chang) Mok (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 24, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must reimburse the Tenant the amount of \$420.00 on or before March 31, 2026.
2. The tenancy commenced in September 2024 and terminated on September 1, 2025, when the Tenant vacated the rental unit.
3. It was undisputed that at the onset of the tenancy, the Tenant provided the Landlord a key deposit in the amount of \$500.00.
4. The parties agreed that due to the late return of the keys, the Tenant compensated the Landlord in the amount of \$80.00.
5. The Tenant testified that the Landlord issued a payment of \$374.38, representing the balance of the key deposit after deductions, including amounts the Landlord attributed to the cost of paint and paint brushes. The Tenant further testified that this payment was returned to the Landlord. The Landlord confirmed that the keys were ultimately returned.
6. Based on the evidence before me, I find that the key deposit is governed by subsection 134(1) of the *Residential Tenancies Act, 2006* (the "Act"), which permits a landlord to collect a refundable key deposit only in the amount of the reasonable cost of replacing keys.

7. Although the amount of the deposit may not be justified, I find that the \$500.00 key deposit was a permissible deposit under the Act; however, the Landlord was only entitled to retain amounts corresponding to the reasonable cost of replacement keys or related key access items, not unrelated expenses such as paint or paint brushes.
8. The parties agreed that the Tenant is responsible for an \$80.00 deduction arising from the late return of the keys.
9. Accordingly, I find that the Landlord was entitled to retain \$80.00 from the key deposit. After deducting this amount from the \$500.00 deposit, the balance owing to the Tenant is \$420.00. While the key deposit is not an illegal charge under the Act, I find that the remaining balance of the deposit must nevertheless be returned to the Tenant in accordance with the Act. I further find that the Landlord is required to return the remaining \$420.00 to the Tenant, as there is no evidence before me that any additional deductions were agreed to by the Tenant.
10. The Tenant is therefore entitled to an order for the return of \$420.00, being the balance of the key deposit.
11. At the hearing, the Landlord indicated that the amount owing to the Tenant could be paid by March 31, 2026, which I find to be reasonable.
12. The Tenant did not specifically request reimbursement of the application filing fee at the hearing. However, pursuant to the Act, the Board has the authority to order the reimbursement of the filing fee where a party is successful in whole or in part on an application.
13. In this case, the Tenant has been partially successful with respect to the return of the \$420.00 balance of the key deposit. The Landlord's obligation to return the balance of the deposit arises directly from the Act, and the Tenant was required to commence this application in order to obtain that relief. In these circumstances, I find it appropriate that the Landlord reimburse the Tenant for the filing fee.
14. At the hearing, the Landlord indicated that the amount owing to the Tenant could be paid by March 31, 2026, which I find to be reasonable. However, I have also considered that the issue of reimbursement of the filing fee was not raised or addressed at the hearing and the Landlord was not put on notice that costs would be sought. In these circumstances, I find that the standard compliance period appropriately accounts for the absence of prior disclosure regarding the filing fee issue.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$468.00. This amount represents:
 - \$420.00 for the return of the key deposit balance.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by July 3, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by July 3, 2026, the Landlord will owe interest. This will be simple interest calculated from July 4, 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 22, 2026
Date Issued

Christina Philp
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.