



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

**File Number:** LTB-T-028011-26

**In the matter of:** 2901, 203 ALBERT ST  
WATERLOO ON N2L 0K6

**Between:** Pradnyashil Shivaji Pawar Tenant

**and**

PMI Properties Landlord

No (the 'Tenant') applied for an order determining that PMI Properties (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 16, 2026.

The Tenant and the Landlord's representative, James Roussy, and Landlord's agent Jelena Bakic attended the hearing.

**Determinations:**

1. The application is amended to correctly identify the Tenant as Pradnyashil Shivaji Pawar.
2. The Tenant's application does not seek a remedy or provide an explanation regarding the claim. Upon my inquiry, the Tenant stated that his application is regarding the key deposit of \$500.00. He referred to the lease agreement which confirms that \$500.00 was held by the Landlord. During the hearing, the Landlord's representative, indicated that the Landlord was prepared to respond to the Tenant's claim. Therefore, I was satisfied to hear the merits of the application.
3. The Tenant testified that he was provided with two keys but he only returned one key back to the Landlord when he moved out of the rental unit on August 27, 2025. He stated that the cost for the keys are approximately \$250.00 each.
4. The Landlord's agent, Jelena Bakic, testified that one key was returned back to the Landlord on August 27, 2025. The Tenant did not return one key and one fob. The Landlord was required to change the locks. Ms. Bakic stated that the Landlord incurred the cost of changing the locks to avoid safety or security issues in the future for any new Tenant.

5. While section 134 (1) of the *Residential Tenancies Act, 2006* contains a general prohibition on a landlord imposing additional, non-rent charges on a tenant, section 17 of O.Reg. 516/06 under the Act provides for an exemption for “Payment of a refundable key, remote entry device or card deposit, not greater than the expected direct replacement costs”.
6. Under this provision, if a Tenant has paid a key deposit to a Landlord they are entitled to have that payment refunded when they return the keys.
7. However, in this case the evidence establishes that the Tenant lost the second set of keys which required the Landlord to incur the cost of at least \$500.00 to change the rental unit's locks. Therefore, I am satisfied that the Landlord incurred a reasonable expense as a result of the Tenant's action and was not required to refund the \$500.00 collected from the Tenant.

**It is ordered that:**

1. The Tenant's application is dismissed.

**June 23, 2026**  
**Date Issued**

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Adeela Alvez  
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.