



**Order under Section 87 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-055709-24

In the matter of: 11 Wortham Dr.
Scarborough ON M1G1W5

Between: Mumtaz Daya Landlord

And

Amir Remita Former Tenant
Maroua Youbi
Safa Yasmine Youbi

Review Order

Mumtaz Daya (the 'Landlord') applied for an order requiring Amir Remita, Maroua Youbi and Safa Yasmine Youbi (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Mumtaz Daya (the 'Landlord') applied for an order requiring Amir Remita, Maroua Youbi and Safa Yasmine Youbi (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on December 11, 2025.

On February 9, 2026, the Tenant requested a review of the order issued on January 21, 2026 and that the order be stayed until the request to review is resolved. The Tenants allege that the order contains a serious error.

On March 2, 2026 interim order LTB-L-055709-24-RV-IN was issued, staying the order issued on January 21, 2026

The request was heard by video conference on May 4, 2026.

The Landlord, Mumtaz Daya and the Former Tenants, Amir Remita, Maroua Youbi and Safa Yasmine Youbi attended the hearing.

Determinations:

Review Request

1. The Tenants allege that the order contains a serious error, as the Former Tenants advised that there was a \$300.00 key deposit that the Landlord was in possession of. Despite this, there was no mention of the key deposit in the order issued on January 21, 2026. The Former Tenant submits that as the Landlord is still in possession of this amount, it should be offset from the total amount the Former Tenants owe the Landlord.
2. The Landlord stated that they are still in possession of the \$300.00 key deposit.

Review Analysis

3. I find that there was a serious error because the hearing order contains insufficient reasons. Based on the Tenant's uncontested evidence, I find that the Former Tenants made mention at the hearing that the Landlord is still in possession of a \$300.00 key deposit was a dispute at the hearing however the order does not give any reasons regarding why they preferred the Landlords' evidence over the Tenant's regarding the amount of arrears.
4. On this basis, I am satisfied that there is serious error. As a result, the portion of the hearing regarding the key deposit will be reheard, and the order amended accordingly.

L10 Application – Key Deposit

14. The Tenant testified that the Landlord collected a \$300.00 key deposit at the onset of the tenancy, that they are still in possession of despite the keys being returned. The Tenant submits that this amount should be offset from the amount they owe to the Landlord. The Tenant submitted a message where the Landlord acknowledged the \$300.00 key deposit.
15. The Landlord testified that she did not return the \$300.00 to the Former Tenants. The Tenant submitted messages as evidence to the Board that demonstrated the Landlord acknowledged the key deposit and the Former Tenants to use it for utilities for the months of May and June.
16. The Former Tenant testified that the Landlord has not provided a copy of the utility bill, and therefore they do not know what the utility amount they are responsible for is.
17. The Landlord testified that she does not have a copy of the utility bill, as this was a long time ago and therefore the Landlord does not have a copy of this utility bill. The Landlord stated that the Tenants forfeited their key deposit and it is supposed to be used for the utilities, as per the exchange of text messages.

Legal Analysis

18. Section 134 of the Act provides that a Landlord may not 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.

- 19.20. Upon hearing the submissions of the parties, I find that the Landlord did not refund the deposit once the keys were returned. Therefore, I find that the Landlord's collection of this deposit was contrary to section 134 of the Act and does not fall within any of the exceptions contained in Section 17 of Ontario Regulation 516/06. The Landlord did not file an application for unpaid utilities and was not able to prove the specific amount that is outstanding, if any. The Landlord shall refund the Tenant the key deposit in the amount of \$300.00.
20. Section 17 of *Ontario Regulation 516/06* under the Act provides for the following exceptions to the prohibition of key deposit charges in s. 134:
1. Payment for additional keys, remote entry devices or cards requested by the tenant, not greater than the direct costs.
 2. Payment for replacement keys, remote entry devices or cards, not greater than the direct replacement costs, unless the replacement keys, remote entry devices or cards are required because the landlord, on the landlord's initiative, changed the locks.
 3. Payment of a refundable key, remote entry device or card deposit, not greater than the expected direct replacement costs.
21. Upon hearing the submissions of the parties, I find that the Landlord did not refund the deposit once the keys were returned. Therefore, I find that the Landlord's collection of this deposit was contrary to section 134 of the Act and does not fall within any of the exceptions contained in Section 17 of Ontario Regulation 516/06. The Landlord did not file an application for unpaid utilities and was not able to prove the specific amount that is outstanding, if any. The Landlord shall refund the Tenant the key deposit in the amount of \$300.00.
22. The Tenant incurred costs of \$58.00 for filing the request to review. Pursuant to section 182 of the Residential Tenancies Act, 2006, I find it appropriate for the Board to refund the Tenants the filing fee related to the request to review.

It is ordered that:

1. The request to review the order LTB-L-055709-24 issued on January 21, 2026, is granted.
2. The interim order LTB-L-055709-24-RV-IN, issued on March 2, 2026, is cancelled.
3. The order LTB-L-055709-24, issued on January 21, 2026, is cancelled, and replaced with the following.
4. The portion of the order portion of the order LTB-L-055709-24, issued on January 21, 2026, pertaining the "it is ordered that" section is amended to include the following:
 1. The total amount the Landlord shall pay to the Former Tenants is \$358.00. This amount represents:

- \$300.00 for the key deposit
 - \$58.00 for the filing fee
2. If the Landlord does not pay the Tenants the full amount owing by July 15, 2026, the Landlord will owe interest. This will be simple interest calculated from July 14, 2026 at 4.00% annually on the balance outstanding.

June 29, 2026
Date Issued

Nathalia Debski
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.