



Order under Subsection 135 Residential Tenancies Act, 2006

Citation: Nagra v Mansour, 2024 ONLTB 16188

Date: 2024-03-05

File Number: LTB-T-024256-23

In the matter of: A, 992 Fisher Avenue
Ottawa Ontario K1Z6P5

Tenant

Between: Maneet Nagra

And

Landlord

Sameh Mansour
11938339 Canada Inc

Maneet Nagra (the 'Tenant') applied for an order determining that Sameh Mansour and 11938339 Canada Inc (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 22, 2024.

Only the Tenant attended the hearing.

The hearing was scheduled to begin at 9:00am. As of 10:00am, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant the \$50.00 he collected as an illegal charge and he must reimburse the Tenant for the costs of filing the application.
2. The Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant rents one bedroom in a rooming house. The Tenant says that, on October 13, 2022, she accidentally locked her key inside her room which meant she could not gain access to her room. The Tenant then contacted the property manager and asked him to come to the residential complex to open her door so she could retrieve her key.
3. The Tenant says the property manager refused to attend the complex unless she paid him \$50.00 as a "service charge". The property manager insisted that the Tenant pay this

charge despite the Tenant explaining to him that she did not need another key cut, and despite her offering to come to the property manger's location to pick up his key.

4. Along with her application, the Tenant submitted numerous text messages between her and the property manager in which he insists that she pay him \$50.00 to unlock her door.
5. Subsection 134(1)(a) says:

134(1) 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;

....

6. This section means that "service fees", like the one the Tenant describes, are prohibited by the Act. As the property manager collected a service fee from the Tenant which was prohibited by the Act, I find that the Tenant's application must be granted.
7. Regarding the remedies owing to the Tenant, the Tenant has asked to be reimbursed for the \$50.00 illegal charge she paid to the Landlord. An order will issue for this amount.
8. The Tenant incurred \$53.00 for the costs of filing the application and she is entitled to be reimbursed for those costs.
9. This order contains all of the reasons within it and no further reasons will be issued.

It is ordered that:

1. The total amount the Landlord shall pay to the Tenant is \$103.00 This amount represents:
 - o \$50.00 for the illegal charge collected; and
 - o \$53.00 for the costs of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 16, 2024.
3. If the Landlord fails to pay the Tenant the full amount owing by March 16, 2024, the Landlord will owe interest. This will be simple interest calculated from March 17, 2024, at 7.00% annually on the balance outstanding.

March 5, 2024
Date Issued

Laura Hartsief
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.