



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

Citation: LINTON v VRECA, 2023 ONLTB 81957

Date: 2023-12-21

File Number: LTB-T-011458-23

In the matter of: 102 PASEO PRIVATE
NEPEAN ON K2G3J5

Tenants

Between: JONATHAN LINTON
WEI XU

And

Landlords

ANA VRECA
MARICA VRECA

JONATHAN LINTON and WEI XU (the 'Tenants') applied for an order determining that ANA VRECA and MARICA VRECA (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on December 12, 2023.

The Landlord, Ana Vreca, and the Tenant, Jonathan Linton, attended the hearing.

Determinations:

Illegal rent collected

1. The Tenants claim the Landlords collected illegal rent totalling \$616.23.
2. It is undisputed the monthly rent was \$2,480.00. The Tenants also agreed to pay \$55.90 per month for the internet, meaning the total monthly charge was \$2,535.90.
3. The Tenants sent e-transfers of \$2,559.00 for the months of January 2022 to April 2022 and June 2022. Each of the transfers were sent with a message "rent for [applicable month] and internet".
4. For the month of May 2022, the Tenants sent an e-transfer to the Landlords of \$2,550.00. There was no message associated with that transfer.

5. For the month of July 2022, the Tenants sent an e-transfer to the Landlords of \$2,800.00. The message associated with that transfer was “July rent + water bill + new internet charge”. It was undisputed the Tenants paid to the Landlords a charge for the water bill quarterly and that the charge for water that quarter was \$202.31. There was no evidence

Order Page 1 of 3

File Number: LTB-T-011458-23

provided by either party to reflect the alleged new internet charge. Therefore, I must calculate the internet charge as stated in the lease, \$55.90.

6. Finally, on June 29, 2022 the Tenants sent an e-transfer of \$24.54 to the Landlords with a message “internet – key”. There was no evidence provided by either party to explain this amount. Based on the message in the transaction, I find this was not an amount for rent.
7. The total amount paid to the Landlords between January to June 2022 was \$15,345.00. The total amount owing for those months for rent and internet was \$15,215.40.
8. The total amount paid to the Landlords for July 2022 was \$2,800.00. The total amount owing for that month for rent, internet and water bill was \$2,738.21.
9. Therefore, I find the Landlords collected \$129.60 in excess of the lawful rent amount and internet charge for the months of January to June 2022 and \$61.79 for the month of July 2022. The Landlords must return to the Tenants \$191.39.

Illegal charge collected

10. I find on a balance of probabilities that the Tenants paid a \$200.00 key deposit to the Landlords at the beginning of the tenancy. While Ana Vreca (“AV”) denied receiving the deposit from the Tenants, the lease signed by both parties requires the Tenants to pay a \$200.00 refundable key deposit. The Tenants made all other payments required under the lease so I find it likely that they also made this payment.
11. The Tenants returned all but one key in the unit upon vacating. The last key was sent by to the Landlords by registered mail, requiring a signature. The Tenants provided a screenshot from Canada Post showing the package was received. AV did not dispute receiving the returned keys.
12. The Landlords have not returned the refundable key deposit to the Tenants. Therefore, I find the Landlords must return to the Tenants \$200.00 for the refundable key deposit. The Tenants are also seeking interest owing on that deposit, however there is nothing in the Act that allows me to award interest on a key deposit.

Interest on rent deposit owing

13. The Landlords collected a rent deposit on October 15, 2021 equal to one month rent (\$2,480.00). The Tenants vacated August 31, 2022 and the rent deposit was applied to that month.
14. Section 106(6) of the Act states a landlord shall pay interest to the tenant annually. Since the tenancy was less than a year, the Landlords do not owe interest on the deposit.

Extra charges for application

15. The Tenants paid \$40.09 to Ontario Land Registry Access to locate the Landlords legal address to serve the T1 application on the Landlords.

File Number: LTB-T-011458-23

16. In the lease agreement provided as evidence by the Tenants, section 3 provides consent on behalf of both parties to receive notices and documents by email where allowed by the Board. There was no evidence presented by either party that the email provided for the Landlords could not be used to serve the T1 application or corresponding evidence on the Landlords.
17. I do not find the Landlords should reimburse the Tenants for the cost of locating the legal address since they provided their consent to receive all relevant documentation by email.

Filing Fee

18. The Tenants incurred costs of \$53.00 to file this application and are entitled to recover those costs.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$444.39 This amount represents:
 - \$191.39 for excess rent collected.
 - \$200.00 for the refundable key deposit not yet returned to the Tenants.
 - \$53.00 for the cost of filing the application.
2. The Landlords shall pay the Tenants the full amount owing by January 1, 2024.

3. If the Landlords do not pay the Tenants the full amount owing by January 1, 2024, the Landlords will owe interest. This will be simple interest calculated from January 2, 2024 at 7.00% annually on the balance outstanding.

December 21, 2023

Date Issued

Elena Jacob

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.