



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

**Citation:** Adam Kendall v Christine Carr, 2023 ONLTB 33283

**Date:** 2023-04-25

**File Number:** LTB-T-061544-22

**In the matter of:** 513 Brunswick Avenue  
Toronto Ontario M5R2Z6

**Between:** Adam Kendall Tenants  
Claire Kendall  
Hayden McGreal  
Katharine Myler

**And**  
Christine Carr

Landlord

Adam Kendall, Claire Kendall, Hayden McGreal and Katharine Myler (the 'Tenant') applied for an order because that Christine Carr (the 'Landlord') because she has collected or retained money illegally.

This application was heard by videoconference on April 17, 2023.

The Tenant, Adam Kendall, the Tenants' Agent, Martha Kendal, the Landlord's Representative, John Spratley and the Landlord attended the hearing.

**Determinations:**

1. As explained below, the Tenants have proven the Landlord has collected and retained money unlawfully.
2. The Tenants paid the Landlord a last month rent deposit on September 23, 2019 and the Landlord has not paid interest on that deposit as required pursuant to section 106 (6) of the Act which requires interest to be paid every 12 months. The Tenants is entitled to the interest on the deposit of \$79.20 as claimed on their application for the period ending December 31, 2020 which is when the tenancy terminated.

3. There's no dispute the Tenants also paid a garbage deposit of \$2,000.00. Section 105(1) states that the "only security deposit that a landlord may collect is a rent deposit...". A damage/garbage deposit also does not fall under payments that are except from subsection 134(1) and (3) of the Act. Since the deposit held by the Landlord cannot be used for any other purpose such as damages or out of pocket expenses, I find the Landlord has collected and retained \$2,000.00 unlawfully.
4. The Landlord also collected \$200.00 from the Tenants for a key deposit. The retention of a refundable key deposit is unlawful pursuant the Ontario Regulations 516/06 section 17 (3) which includes deposits for "payment of a refundable key, remote entry device or card

deposit, not greater than the expected direct replacement costs". There's no dispute the Tenants returned the keys to the Landlord when they vacated. At this point when the keys are returned, the Landlord is no longer entitled to retain the key deposit.

5. The Tenants are entitled to the cost of the application fee in the amount of \$53.00.
6. The total amount the Landlord's owes the Tenants is \$2,332.20 (\$79.20 +\$2,000.00 + \$200.00 + \$53.00).

**It is ordered that:**

1. The Landlord shall pay the Tenants \$2,332.20 on or before May 6, 2023.
2. If the Landlord does not pay the Tenants the full amount owing on or before May 6, 2023, the Landlord will start to owe interest. This will be simple interest calculated from May 7, 2023 at 6.00% annually on the balance outstanding.
3. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

**April 25, 2023**

**Date Issued**

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Sandra Macchione

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.