



**Order under Section 69
Residential Tenancies Act, 2006**

Citation: Jeyanathan v Kannaiha, 2023 ONLTB 20201

Date: 2023-03-15

File Number: LTB-L-037085-22

In the matter of: Upper unit, 33 DORMINGTON CRES
BRAMPTON ON L6P3S8

Between: Darshikha Jeyanathan Landlord

And

Sajanth Kannaiha Tenants
Vijayakumar Kannaiha
Vijayasri Balasingam Kannaiha
Vithuna Kannaiha

Darshikha Jeyanathan (the 'Landlord') applied for an order to terminate the tenancy and evict Sajanth Kannaiha, Vijayakumar Kannaiha, Vijayasri Balasingam kannaiha and Vithuna Kannaiha (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 1, 2023.

Only the Landlord attended the hearing.

As of 2:19 p.m., the Tenant 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 Landlord's evidence.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on September 8, 2022. Rent arrears are calculated up to the date the Tenants vacated the unit.
4. The lawful rent is \$2,425.00. It was due on the 1st day of each month.
5. The Tenants have paid \$500.00 to the Landlord since the application was filed.
6. The rent arrears owing to September 8, 2022 are \$9,687.81.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,524.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
9. Interest on the rent deposit, in the amount of \$33.25 is owing to the Tenants for the period from July 19, 2021 to September 8, 2022.

Key Deposit

10. The Landlord collected a key deposit of \$500.00 from the Tenants when the tenancy commenced and this deposit is still being held by the Landlord.

11. Subsection 134(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') states:

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;

12. Section 17, paragraph 3 of [O. Reg. 516/06](#) under the Act provides:

17. The following payments are exempt from subsections 134 (1) and (3) of the Act:

... 3. Payment of a refundable key, remote entry device or card deposit, not greater than the expected direct replacement costs.

13. The collection of the \$500.00 key deposit is contrary to paragraph 134(1)(a) of the Act. I find that it is in substance an illegal security deposit as there is no indication that it is related to the expected direct replacement costs of the keys to the rental unit. Even if this was a key deposit, such a deposit is meant to be refundable and the Landlord has not returned the deposit to the Tenants.

14. As the Landlord has not returned the \$500.00 to the Tenants, the Landlord is in ongoing breach of the Act. I am exercising my authority under section 201(1)(f) of the Act to amend the application to include a claim for the return of this illegal deposit pursuant to sections 82 and 135 of the Act. I shall also order that \$500.00 deposit be applied to the arrears owing by the Tenants.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of September 8, 2022, the date the Tenant moved out of the rental unit

2. The Tenant shall pay to the Landlord \$6,915.56. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit, interest the Landlord owes on the rent deposit and the key deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before March 26, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 27, 2023 at 5.00% annually on the balance outstanding.

March 15, 2023
Date Issued

Camille Clyne
Member, Landlord and Tenant Board

15 Grosvenor St, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$10,187.81
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$500.00
Less the amount of the last month's rent deposit	- \$2,425.00
Less the amount of the interest on the last month's rent deposit	- \$33.25
Less the amount the Landlord owes the Tenant for an {Key Deposit}	- \$500.00
Total amount owing to the Landlord	\$6,915.56