



Order under Section 135 Residential Tenancies Act, 2006

Citation: NG v BLOUNAS, 2026 ONLTB 5140

Date: 2026-01-22

File Number: LTB-T-061837-25

In the matter of: 33 LA PEER BLVD
TORONTO ON M1W2H3

Between: KA LONG NG
YUK LUN LAI
HO MAN HO
Tenants

And

ILIAS BLOUNAS
Landlord

KA LONG NG, YUK LUN LAI and HO MAN HO (the 'Tenants') applied for an order determining that ILIAS BLOUNAS (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 12, 2026.

The Landlord's representative and daughter, Stacy Blounas ('SB'), and the Tenants attended the hearing. The Landlord was not present for the hearing.

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 Tenants a total of \$4,173.26 which represents an overpayment of one month's rent, utility payments, and the application filing fee.
2. The application alleges the Tenants have paid the May 2025 rent twice to the Landlord. They are requesting to be reimbursed for \$2,800.00 in excess rent collected and that the Landlord pay the Tenants' utility charges in the amount of \$1,325.26.

Utilities Owed to the Tenants

3. The Tenants submit that the Landlord owes \$1,325.26 for the Landlord's portion (30%) of the utilities, heat, hydro, and water, as per the lease agreement. The Landlord's representative does not dispute this fact and agrees that the Landlord is to pay to the

Tenants \$1,325.26. An order shall follow where the Landlord shall be ordered to pay the Tenants \$1,325.26 in utilities.

Excess Rent Collected in the Amount of \$2,800.00

4. The parties agree that the tenancy began on July 1, 2024, and terminated on June 30, 2025. The monthly rent is \$2,800.00 and is due on the first of each month.
5. The Landlord lives across the street, is elderly, and does not use a cell phone for any text messages. Their normal method of communication is verbally in person, and at times on the telephone.
6. The Tenants state there is a history of cash payments for rent paid to the Landlord during their tenancy. The Tenants paid the Landlord cash for their first and last month's rent, and cash for the September 2024, and March 2025, rent payments. For the remaining months, the Tenants provided postdated cheques to the Landlord. The Tenants have a separate bank account used exclusively to pay the rent.
7. On May 1, 2025, the Tenants indicate the Landlord attended their residence and thought their tenancy was over. When the Tenants stated they had another month in their fixed term lease, the Landlord then stated he lost the May 2025 rent cheque and requested the rent for May 2025 to be paid in cash.
8. On May 4, 2025, the Landlord attended the residence to collect the rent payment. The Tenants, Ho Man Ho and Yuk Lun Lai, testified they were present and gave the Landlord \$2,800.00 in cash while in their living room. This was disputed by SB.
9. On May 5, 2025, Ka Long Ng withdrew \$2,800.00 from the bank account used to pay the rent and placed it into his savings account.
10. The Tenants say they did not cancel the cheque because they did not want to incur bank cheque cancellation fees. The Tenants indicated as they have paid rent in cash previously, they trusted the Landlord as there has never been an issue with the Landlord regarding accepting cash. Therefore, they did not think anything would be different on this occasion.
11. The Tenants then state that on June 2, 2025, cheque #8, that was supposed to be for the rent in May 2025, was cashed. The Tenants provided a bank statement showing cheque #8 was cashed on June 2, 2025. Due to the Tenants not expecting the cheque to be withdrawn, there was not enough money in that bank account. The Tenants incurred bank overdraft fees and interest as a result.
12. The Tenants confirm there is no written documentation such as text messages, that they paid the Landlord cash on May 5, 2025.
13. Yuk Lun Lai testified that the cash used to pay the Landlord on May 5, 2025, was his as he keeps some cash received from his parents and from wedding gifts on hand.
14. SB submitted that her father told her that at no time did he accept cash from the Tenants for the May 2025 rent. SB states her father told her he lost the cheque, but eventually found it, and did cash the May 2025 rent cheque #8, on June 2, 2025.

Analysis

15. The standard of proof in proceedings before this Board is “proof on a balance of probabilities.” By that standard, the party bearing the burden of proof must show with evidence that, “more likely than not”, their assertions are true.
16. In this case, I find that it is more likely than not that the Tenants gave cash to the Landlord for the May 2025 rent. I say this for the following reasons.
17. The testimony by the Tenants who indicated they have paid cash to the Landlord in the past was not contested by SB. What was contested, was that the cash was paid to the Landlord on May 5, 2025.
18. The Landlord was not in attendance to testify. SB indicated the Landlord has no internet and was at a medical appointment. SB indicated she was ready to proceed nonetheless and did not request an adjournment so that he could be here.
19. The Tenants, Ho Man Ho and Yuk Lun Lai, provided direct testimony that they were present when the Landlord attended their residence on May 5, 2025, to pay them the rent in cash.
20. SB, the daughter of the Landlord, says that her father told her that the Tenants never paid cash to the Landlord for the May 2025 rent.
21. The Landlord did not attend the hearing to offer direct evidence. Although hearsay evidence is permissible under the *Statutory Powers Procedure Act, 1990*, (the ‘SPPA’), the testimony by SB is hearsay and the evidence given by the Tenants is direct evidence. I am giving more weight to the testimony of the Tenants and prefer their evidence over SB’s evidence.
22. Although the Tenants should have cancelled the May 2025 cheque once the Tenants gave cash to the Landlord, I accept their position that because rent was paid in cash previously and there were no prior issues, the Tenants felt confident they were fine to pay in cash again to the Landlord. I also accept the testimony from Yuk Lun Lai that he does keep cash on hand at his residence.
23. If I accepted the testimony from SB that cash was not given to the Landlord, then it would be illogical for the Tenant, Ka Long Ng, to withdraw \$2,800.00 from the bank account used to pay the rent and place it into his savings account, knowing there would not be any money to cover any further rent.
24. I accept that when cheque #8 for the May 2025 rent was cashed, that the Tenants were surprised it was cashed, as evidence showed there was not enough money in the bank to cover that cheque and they incurred bank fees and interest because of it.
25. For the reasons stated above, I find the Landlord owes to the Tenant the \$2,800.00 in excess rent that was collected on May 5, 2024.
26. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.

27. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$4,173,26. This amount represents:
 - \$2,800.00 for excess rent collected.
 - \$1,325.26 for the utilities collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 2, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 2, 2026, the Landlord will owe interest. This will be simple interest calculated from February 3, 2026 at 4.00% annually on the balance outstanding.

January 22, 2026
Date Issued

Paula West Oreskovich
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.