



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

File Number: LTB-T-026600-25

In the matter of: 52, 9450 THE GORE RD
BRAMPTON ON L6P4P9

Between: Bibi Shakeela Tikaram Tenants
Hardial Jodhan

And

Jasandeep Sehgal Landlord

Bibi Shakeela Tikaram and Hardial Jodhan (the 'Tenants') applied for an order determining that Jasandeep Sehgal (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 21, 2026.

The Landlord and the Tenant Hardial Jodhan attended the hearing. The Tenants were represented by Shalini Puri, a licensed paralegal.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must return the \$500.00 illegally collected and retained.
2. The uncontroverted evidence at the hearing was that the Landlord advertised the rental unit on Face Book Marketplace on March 1, 2025. The unit was tenanted and the fixed term lease for the unit was expiring on April 31, 2025 but that she was allowing those tenants to leave the unit early without penalty because the existing tenants had purchased their first home.
3. The female Tenant (Bibi) contacted the Landlord by telephone eager to see the unit. She advised the Landlord that the couple needed to vacate their current rental by the end of March 2025 and that they were very anxious to secure new accommodation. Several conversations between the women took place before the Tenants saw the unit on March 5th. The property was advertised for rent at \$2700.00 per month.
4. The Landlord told Bibi to bring a deposit with her to the viewing because there were so many people interested in the unit.

5. The Tenants liked that unit very much; however, there was a concern about whether their furniture, specifically a recently purchased sofa, would fit. The Landlord told the Tenants not to worry that she would hold the unit for them if they gave her \$500.00 as a show of their good faith and that the money would be returned if the sofa did not fit. The money was e-transferred on March 5th.
6. On March 6th, there was an exchange between the parties about the prospective lease and on March 7th the Landlord inquired as to whether she should let others see the unit if the prospective Tenants were not going to proceed with executing the lease.
7. By text message dated March 8, 2025, (DOC 5343532, Page 4, Ex 2 to the hearing) Bibi advised the Landlord that they would not be able to let the unit because the sofa would not fit.
8. The Tenants made several attempts to contact the Landlord for the return of the \$500.00.
9. The only real disparity between the evidence of the parties was the Landlord's evidence that the Tenants told her that one of the reasons that they would not be taking the unit was that their current landlord had decided to allow them to remain in their current unit and the information about the couch was just an excuse to get out of the prospective lease.
10. The Landlord testified that her existing tenants left the unit on March 20 and that she did not charge them the full month's rent because she was excited for them and their home purchase and new baby. The Landlord also testified that she was not able to rent the property again until April 10th despite advertising it again on Face Book Marketplace on March 9 or 10th.
11. The Landlord stated that the way she conducted herself in this transaction is consistent with her practise as a landlord. She often takes a small deposit to hold a unit if she "likes" the people
12. The Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act'). Section 134(1) 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;

 [emphasis added]
13. In this case the \$500.00 paid by the (Prospective) Tenants to the Landlord was not characterized by either party as a last or first month's rent deposit. It was merely a place holder for the Tenants to be able to finalize their decision as to whether to enter into a tenancy agreement. And, it was a payment extracted by the Landlord under pressure and with the assurance that it would be returned if the Tenants determined the unit not suitable for them. Therefore, it was contrary to section 134(1)(a) of the Act and must be returned.

14. The result would not change even if the \$500.00 payment was intended by the parties to be applied to the Tenant's first month's rent or last month's rent deposit. Section 107(1) of the Act states that a landlord shall repay the amount received as a rent deposit in respect of a rental unit if vacant possession of the rental unit is not given to the prospective tenant. In this there is no dispute that the Tenants were never given vacant possession of the rental unit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$548.00. This amount represents:
 - \$500.00 for the illegal charge collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by February 10, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by February 10, 2026, the Landlord will owe interest. This will be simple interest calculated from February 11, 2026 at 4.00% annually on the balance outstanding.

January 30, 2026

Date Issued

Christina Budweth

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.

