



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-045755-25

In the matter of: 76 Washburn Drive
Guelph ON N1E0B3

Between: Harshit Panchal Tenant

And

Ketan Mistry Landlord

Harshit Panchal (the 'Tenant') applied for an order determining that Ketan Mistry (the 'Landlord'):

- harassed, obstructed, coerced, threatened or interfered with the Tenant (T2 Application).

The Tenant also applied for an order determining that the Landlord collected or retained money illegally (T1 Application).

An Adjudicative Case Conference was held by videoconference on January 27, 2026. Only the Tenant attended the case conference.

As of 9:48 a.m., the Landlord 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 Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must refund to the Tenant, \$1,548.00 which represents the balance of the last month's rent deposit and costs.
2. The Tenant testified that prior to the onset of the tenancy on December 1, 2023, he paid a first and last month's rent deposit of \$7,000.00 to the Landlord.
3. The lawful monthly rent was \$3,500.00.
4. Following an agreement to terminate the tenancy on May 31, 2025, the Landlord on April 29, 2025, contacted the Tenant to request another last month's rent deposit. The Tenant felt coerced into making the payment because the Landlord claimed that it would be the Tenant's fault if he defaulted on his mortgage payment for May 2025.

5. As a result, the Tenant paid \$3,500.00 to the Landlord on April 30, 2025.
6. On May 31, 2025, the Landlord refunded \$2,000.00 of the last month's rent deposit to the Tenant and withheld \$1,500.00 for cleaning expenses.
7. Section 106 (10) of the *Residential Tenancies Act, 2006* provides that a Landlord shall apply a rent deposit that a Tenant has paid to the Landlord or to a former Landlord in payment of the rent for the last rent period before the tenancy terminates.
8. In this case, having collected the rent payment for May 2025 from the Tenant on April 30, 2025, the Landlord did not apply the last month's rent deposit to that month. The Landlord is not entitled to refund a portion of the last month's rent deposit or apply it to cleaning expenses. The Landlord must return the remaining balance of \$1,500.00 to the Tenant.

It is ordered that:

1. The Landlord shall pay the Tenant \$1,548.00. This amount represents:
 - \$1,500.00 unpaid balance of the last month's rent deposit, and
 - \$48.00 for the cost of filing the application
2. The Landlord shall pay the Tenant the full amount owing by February 15, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 15, 2026, the Landlord will owe interest. This will be simple interest calculated from February 16, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 4, 2026
Date Issued

Jitewa Edu
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.