



Order under Section 135 Residential Tenancies Act, 2006

Citation: Vaidyan v Brar, 2026 ONLTB 11202

Date: 2026-02-03

File Number: LTB-T-052023-25

In the matter of: 2212, 60 FREDERICK ST
KITCHENER ON N2H0C7

Between: Atul Thomas Vaidyan
Sheena Suseela Sibi
Tenants

And

Amninder Brar
Landlord

Atul Thomas Vaidyan and Sheena Suseela Sibi (the 'Tenants') applied for an order determining that Amninder Brar (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 29, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Tenants are entitled to compensation from the Landlord.
2. The Landlord did not use the Tenants' rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenants. This is prohibited by the *Residential Tenancies Act, 2006* (the 'Act').
3. On June 25, 2025, the Tenants filed a T1 Application for a rebate of money the Landlord owes. In the application, the Tenants allege the Landlord did not use the last month's rent deposit (the 'LMR') for the last rental period of the tenancy and did not return the LMR to the Tenants.
4. The LMR was collected on January 4, 2023 and although the Landlord did not pay the interest owing on the LMR to the Tenants, the Tenants are not seeking the interest. The Tenants testified they are seeking only the return of the LMR and the application filing fee.
5. The Landlord alleges that when the Tenants vacated the rental unit, damages were discovered, and the unit required a deep cleaning. It is the Landlord's position that the

Tenants are not entitled to the return of the LMR as these funds were used against the damage and cleaning costs.

6. Subsection 106 (10) of the Act states 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.
7. Subsection 135 (1) of the Act states that a tenant or former tenant of a rental unit may apply to the Board for an order that the landlord, superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act.
8. The Landlord's claim is essentially that the Tenants caused damage to the rental unit and, as such, the Landlord is entitled to deduct his costs from the LMR.
9. The Landlord has no right to retain money contrary to the Act. If the Tenant caused wilful or negligent damage to the rental unit the Landlord has the option of filing his own application with the Board. If the Landlord is successful, the Tenant will be required to pay the Landlord for the damages. The Landlord cannot resort to self help remedies where he does not have to first prove his claims before receiving a monetary award.
10. As the Landlord has no right to retain the LMR and the Tenants have already paid the monthly rent for the last month of their tenancy, the Landlord shall return the LMR of \$1,800.00 to the Tenants.
11. The Tenants incurred costs in the amount of \$48.00 for the filing of the application and are entitled to those costs.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$1,848.00. This amount represents:
 - \$1,800.00 for the last month's rent deposit.
 - \$ 48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by February 14, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by February 14, 2026, the Landlord will owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.

February 3, 2026
Date Issued

Susan Priest
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