



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-043357-25

In the matter of: 2 HODDLE CRES
KITCHENER ON N2N2N2

Between: JOHN PAUL SCHLIEVERT Tenant

And

INDER GREWAL Landlord

JOHN PAUL SCHLIEVERT (the 'Tenant') applied for an order determining that INDER GREWAL (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on October 30, 2025.

The Landlord Inder Grewal, Landlord Sudip Adhikari, and the Tenant John Paul Schlievert attended the hearing.

Determinations:

1. As explained below, the Tenant has not established the grounds required for a remedy under section 135 of the Residential Tenancies Act, 2006 (the Act). The Tenant filed a T1 Application for a Rebate, alleging that the Landlord unlawfully collected or retained money and did not allow the Tenant to move into the rental unit after collecting rent. However, the evidence before the Board does not support these allegations.
2. The Tenant testified that after signing the tenancy agreement and paying the required rent, they chose not to move into the rental unit because they believed that certain repairs were needed before occupancy. The Tenant stated that, in their view, the unit required maintenance and they therefore decided not to take possession.
3. The Tenant also confirmed that the Landlord did not tell them they could not move in, did not prevent them from taking possession, and did not refuse to provide the unit. The Landlord attended the hearing and likewise denied refusing possession. There is no evidence that the Landlord withheld possession or interfered with the Tenant's ability to occupy the unit.
4. Section 135 of the Act applies only where a Landlord collects or retains money illegally, or where a Landlord fails to give possession after receiving rent. Those circumstances are not present here. The rent was collected pursuant to a valid tenancy agreement, and the Landlord made the unit available for occupancy on the agreed-upon date.

5. The Tenant's evidence instead raises concerns about the condition of the rental unit and whether certain repairs were needed prior to move-in. Even if the Tenant believed the unit required maintenance, a T1 is not the appropriate application for such issues. The Tenant could have taken possession and, if necessary, filed a Application about Maintenance under section 29 of the Act. A T1 cannot be used to claim relief for alleged disrepair, and the Tenant did not advance any evidence that would support a finding of unlawful collection or retention of rent.
6. Because the Tenant's evidence does not support the ground alleged in the T1, and because the reasons described by the Tenant do not fall within section 135 of the Act, the application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

February 5, 2026

Date Issued

Kyle Anderson

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.