



Order under Section 69 Residential Tenancies Act, 2006

Citation: Niranjan v Dawkins, 2026 ONLTB 10664

Date: 2026-02-04

File Number: LTB-L-096735-25

In the matter of: 816, 2545 Simcoe Street
Oshawa ON L1H7K4

Between: Sathiyaruby Niranjan Landlord

And

Nicole Dawkins Tenant

Sathiyaruby Niranjan (the 'Landlord') applied for an order to terminate the tenancy and evict Nicole Dawkins (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on January 28, 2026.

The Landlord's Representative, Mona Ismail, and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,550.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$83.84. This amount is calculated as follows: \$2,550.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The Landlord claims the rent arrears owing to January 31, 2026, are \$14,800.00.
7. The Tenant does not agree with the amounts being claimed as she believes she overpaid at the start of the tenancy. The original lease that the parties signed was for \$2,700.00 per

month which included parking. After the Tenant moved in, she realized the rental unit did not come with a parking. The parties re-negotiated the lease to \$2,550.00 per month. The Tenant testified that when she moved in, she paid her first, last and partial rent for January 2025 for a total of \$6,750.00 based on the higher rent. The Landlord must account for the additional deposit and rent she paid.

8. The Landlord relies on the second lease signed between the parties where the Landlord has accounted for monthly rent as \$2,550.00 and the same amount for last month's rent deposit. The rent for January 2025 is \$1,105.00 and the rest is claimed as a \$545.00 key deposit. The Tenant signed this lease agreement and is aware of the key deposit.
9. As I explained at the hearing, there is no provision of the *Residential Tenancies Act, 2006* (the 'Act') that would permit the Landlord to collect this kind of deposit.
10. Pursuant to s.105(1) of the Act the only security deposit a landlord can collect is a deposit collected pursuant to s.106.
11. Security deposit is defined to include money, property or a right paid or given by, or on behalf of, a tenant of a rental unit to a landlord or to anyone on the landlord's behalf to be held by or for the account of the landlord as security for the performance of an obligation or the payment of a liability of the tenant or to be returned to the tenant upon the happening of a condition.
12. Section 106 says the only deposit that can be collected is a last month's rent deposit not to exceed one month's rent. However, section 134(1) says that some other fees and deposits can be legal if they are "prescribed" which means exceptions can be set out in a regulation.
13. Ontario Regulation 516/06 permits a landlord to collect a refundable key deposit. Subparagraph 3 of section 17 says a landlord may collect: "Payment of a refundable key, remote entry device or card deposit, **not greater than the expected direct replacement costs.**" [Emphasis added.] That is the only additional deposit allowed.
14. Therefore, I find that the Landlord has retained \$545.00 illegally as that amount would far exceed the direct replacement cost for a key.
15. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$3,095.00 (\$2,550.00 + \$545.00) from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
18. Interest on the rent deposit, in the amount of \$66.95 is owing to the Tenant for the period from January 18, 2025, to January 28, 2026.

19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
20. The Tenant testified that she lives at the rental unit with her 18-year-old son. She fell into arrears due to her mother's sickness and to her having to assist her financially. The Tenant would like to move out but needs additional time to get a title loan on her car to pay off the arrears.
21. Since the rent arrears are high and the Tenant is seeking to move out of the rental unit, there is no reason for further delay. The Tenant may pay off the arrears anytime after the termination date, once she is able to get a loan on her car.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$17,556.00 if the payment is made on or before February 15, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after February 15, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before February 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,641.57. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$83.84 per day for the use of the unit starting January 29, 2026, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 16, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 15, 2026, then starting February 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after February 16, 2026.

February 4, 2026

Date Issued

Sheena Brar

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on August 16, 2026, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 15, 2026.

Rent Owing to February 28, 2026	\$17,350.00
Application Filing Fee	\$186.00
NSF Charges	\$20.00
Total the Tenant must pay to continue the tenancy	\$17,556.00

B. Amount the Tenant must pay if the tenancy is terminated.

Rent Owing to Hearing Date	\$14,597.52
Application Filing Fee	\$186.00
NSF Charges	\$20.00
Less the amount of the last month's rent deposit	- \$3,095.00
Less the amount of the interest on the last month's rent deposit	- \$66.95
Total amount owing to the Landlord	\$11,641.57
Plus, daily compensation owing for each day of occupation starting January 29, 2026	\$83.84 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	