



Order under Section 31 Residential Tenancies Act, 2006

Citation: Bila v Sachdeva, 2026 ONLTB 5335

Date: 2026-02-06

File Number: LTB-T-082420-24

In the matter of: 2434 Mainroyal St.
Mississauga ON L5L1C9

Between: Katarina Bila Tenant

And

Rivi Sachdeva Landlord

Katarina Bila (the 'Tenant') applied for an order determining that Rivi Sachdeva (the 'Landlord'):

- entered the rental unit illegally.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- 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).

This application was heard by videoconference on January 13, 2026. The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant, \$307.92.

T2 Application

2. The Tenant moved into the basement rental unit on September 1, 2023, and was out by November 29, 2023.
3. The Tenant testified that there were two units in the basement and the other unit was occupied by another resident, EB, who shared communal areas with the Tenant. Prior to October 10, 2023, EB sought the Tenant's permission to have a friend visit for a few days and the Tenant consented to the request.

4. The friend arrived late on October 10, 2023, and during a discussion with the Tenant on October 11, 2023, she revealed to the Tenant that she is her Landlord.
5. The Tenant stated that she was uncomfortable with the Landlord's presence in the shared space. The Landlord slept in a shared space on the first night and afterwards in a hallway that is not a part of the basement unit.
6. On November 21, 2023, the Tenant informed the Landlord that she would vacate the unit on January 1, 2024, but moved out on November 29, 2023, instead. The Tenant provided recordings of conversations between the parties on November 25, 2023, where she stated that that she did not receive a 24-hour Notice of Entry from the Landlord whose identity was not revealed to her and accused the Landlord of violating her rights. In the recording, the Landlord opposed the Tenant's request to terminate the tenancy early while EB acknowledged that she did not tell the Tenant that the Landlord was the friend because she did not wish to pressure the Tenant into saying yes.
7. The Landlord testified that she was informed about the Tenant's desire to vacate the unit on November 25, 2023, and she apologized to the Tenant when she said she was uncomfortable with her in the basement. The Landlord denied entering the rental unit and stated that EB is her best friend, who she shared meals with while in the basement. The Landlord had no idea that EB, who rented the unit to the Tenant, did not tell her that she was the Landlord.
8. Section 22 of the *Residential Tenancies Act, 2006* ('the Act') provides that a landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household. In addition, section 23 of the Act provides that a landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.
9. Going by the evidence, even if the Tenant was not aware that EB's visitor was the Landlord on October 10, 2023, by October 11, 2023, the Landlord revealed her identity, and I am not satisfied that this information was intentionally withheld by the Landlord.
10. The parties agreed that the Landlord slept in a shared area on October 10, 2023, but subsequently slept in a hallway away from the basement. By the Landlord's own admission in the recording, she cooked in the kitchen at least once a week.
11. The Tenant did not express any discomfort about the Landlord's presence in the shared spaces until about November 21, 2023, when she expressed her intention of vacating the unit. Apart from generally stating that she was not comfortable, the Tenant did not testify to any specific actions taken by the Landlord that could be construed as substantial interference or harassment. There is no evidence to suggest that the Landlord illegally entered the rental unit.
12. While I can understand the Tenant's perception that she was misled by EB and having the Landlord in the shared area may have been an interference, the actions of the Landlord and the disclosed facts do not support a finding of substantial interference or harassment.

T1 Application

13. The Tenant, who paid the rent of \$900.00 for December 2023, requested a refund of the amount as well as a security deposit of \$200.00; cleaning fees of \$50.00; and interest on the last month's rent deposit of \$22.50.
14. The Landlord who did not dispute collecting the amounts claimed, testified that the Tenant paid the rent for December 2023 and the last month's rent deposit was applied to January 2024 because the Tenant did not provide a proper notice of termination.
15. The Landlord further testified that on November 24, 2023, December 10, 2023, December 17, 2023, and January 1, 2024, she posted advertisements online but was unable to re-rent the unit until February 2024. The Landlord stated that she had copies of the advertisement but as she did not provide it to the Tenant prior to the hearing, only her oral evidence was considered at the hearing.
16. There was no dispute that the tenancy was for a fixed term of eight months commencing September 1, 2023. In order for the Tenant to terminate the tenancy, she had to give a notice of termination under section 47.0.1 (3) of the Act which states that a Tenant who intends to terminate a yearly tenancy or a tenancy for a fixed term, shall give a Notice of Termination to the Landlord at least 60 days before the date the termination is specified to be effective and that date shall be on the last day of a rental period of the tenancy. In this case, the effective date of a valid Notice of Termination would have been April 30, 2024.
17. However, on or about November 21, 2023, the Tenant gave a verbal notice for January 1, 2024, which the Landlord did not accept. As the Tenant moved out of the rental unit without first giving a valid Notice of Termination, she terminated the tenancy in a manner that is not in accordance with the Act, and the Landlord was unable to rent the unit out until February 2024.
18. Therefore, the Tenant correctly paid the rent for December 2023, and the Landlord did not err in applying the last month's rent deposit to January 2024. In this circumstance, the Tenant is not entitled to a refund of the last month's rent deposit or the rent payment for December 2023.
19. Regarding the interest on the last month's rent deposit, section 106 (6) of the Act states that a landlord of a rental unit shall pay interest to the tenant annually on the amount of the rent deposit at a rate equal to the guideline determined under section 120 that is in effect at the time payment becomes due. The Landlord collected the last month's rent deposit of \$900.00 on August 24, 2023, and did not pay any interest. Therefore, the Tenant is entitled to interest on the last month's rent deposit for the period ending January 31, 2024, in the amount of \$9.92 as the guideline was 2.5% in 2023 and 2024.
20. Section 105 (1) of the Act, states that the only security deposit that a Landlord may collect is a rent deposit. Therefore, the Landlord must return to the Tenant, \$200.00 collected as a security deposit, and \$50.00 in cleaning fees.
21. The Tenant incurred a nonrefundable cost of \$48.00 for filing the application and that amount will be reimbursed by the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 31, 2024.
2. The Landlord shall pay to the Tenant \$307.92. This amount represents:
 - \$9.92 interest on the last month's rent deposit
 - \$200.00 security deposit
 - \$50.00 cleaning fees, and
 - \$48.00 for the cost of filing the application.
3. If the Landlord does not pay the Tenant the full amount owing by February 17, 2026, the Landlord will owe interest. This will be simple interest calculated from February 18, 2026, at 4.00% annually on the balance outstanding.

February 6, 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.