



Order under Section 135 Residential Tenancies Act, 2006

Citation: KUMAR SINGH v MAIDES, 2026 ONLTB 12709

Date: 2026-02-12

File Number: LTB-T-078577-25

In the matter of: 12 ROWE AVE
NORTH BAY ON P1A1W9

Between: LAL UTKARSH KUMAR SINGH Tenant

And

BOBIE KAITLYN MAIDES Landlord

LAL UTKARSH KUMAR SINGH (the 'Tenant') applied for an order determining that BOBIE KAITLYN MAIDES (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 4, 2026.

Only the Tenant attended the hearing.

As of 9:37 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 on a balance of probabilities that the Landlord collected rent and a rent deposit but did not give the prospective Tenant vacant possession of the rental unit. **Therefore, the Landlord must repay \$1,098.00.**
2. The Tenant and the Landlord entered into a tenancy agreement on August 5, 2025 to for a tenancy to start September 1st, 2025. The Tenant paid a deposit to the Landlord in the amount of \$1,400.00 on August 5, 2025 which represents first and last months' rent. He received a key to the rental unit on that date.
3. On August 6, 2025, the Landlord acknowledged in writing that she had received first and last month's rent and confirmed he could occupy the rental unit as of September 1, 2025.
4. On September 1, 2025, the Tenant went to the rental unit to move in but was refused access. The Tenant called police because he was homeless, having given up his previous accommodation. The police told him he had to go to the Landlord and Tenant Board.

5. On September 1, 2025, the day the Tenant was to take occupancy, the Landlord advised the tenant by text that he cannot move in. The Landlord stated in text that

“Unfortunately we will have to do the 15th of September. The shared living space isn’t fully functioning- [...] I’ll contact you on the 14th of September. I am busy with my children getting ready to go back to school. I don’t want anyone coming onto the property today.”

6. The Landlord returned \$350.00 back to the Tenant for the difference which was automatically deposited into his account, and he therefore could not refuse it.
7. After September 1st, 2025, the Landlord was unresponsive to his messages.
8. Because the Tenant had nowhere else to live, he had to find alternate accommodations. As of September 2nd, 2025 the Tenant informed the Landlord he did not want to move to the rental unit any longer.
9. With respect to rent deposits, **section 107** of the *Residential Tenancies Act, 2006* (the ‘Act’) states that a Landlord shall repay the amount received as a rent deposit in respect of a rental unit if vacant possession of the rental unit is not given to the prospective tenant.
10. Having regard to rent paid in advance, **section 135** of the Act permits a tenant to
11. On August 5, 2025 there was a binding agreement on both parties for vacant possession to be given on September 1, 2025. By refusing to give possession of the rental unit on that date the Landlord breached the agreement and was obligated to repay the amount received as a rent deposit.
12. Based on the uncontested evidence of the Tenant the landlord had no reasonable explanation why he could not obtain vacant possession on September 1, 2025 and did not do everything necessary to give possession of the rental unit on that date.
13. In my view, the Tenant did not repudiate the contract on September 2, 2025. He was entitled and obligated under the Act to mitigate his damages and find somewhere else to live, having been left homeless by the Landlord. Postponement of the move in date, with a vague statement that she would contact him on the 14th does not reduce her obligation under the agreement she was bound by. It is also of no assurance that she would follow through on the later date. I say this because the Tenant provided evidence that she had previously agreed that he could take possession on August 29, 2025 and was also refused on that date on short notice. I also note she did not respond to his statement on September 2, 2025 that he would no longer be interested in the rental unit.
14. Accordingly, I am satisfied the Landlord retained the Tenant’s rent deposit contrary to subsection 107(1) of the Act and is entitled to the return of that deposit less the amount already returned by the Landlord.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,098.00. This amount represents:

- \$1,050.00 for return of the rent deposit received by the Tenant.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 23, 2026.
 3. If the Landlord does not pay the Tenant the full amount owing by February 23, 2026, the Landlord will owe interest. This will be simple interest calculated from February 24, 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 12, 2026

Date Issued

Julie Broderick
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.