



Order under Section 135 Residential Tenancies Act, 2006

Citation: Mandala v Gondal, 2026 ONLTB 12763

Date: 2026-02-10

File Number: LTB-T-079024-25

In the matter of: 21 Whitefish St
Whitby ON L1P0K5

Between: Kaushik Mandala
Sharavani Male
Akhil Yeruva
Rahul Valupadasu
Tenants

And

Imran Mehdi Gondal
Landlord

Kaushik Mandala (the 'Tenant') applied for an order determining that Imran Mehdi Gondal (the 'Landlord') collected or retained money illegally.

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

Only the Kaushik Mandala ('KM') on behalf of all Tenants attended the hearing.

As of **10:13 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:

Preliminary Issues

1. At the start of the hearing the Board was made aware that there were three Tenants who were not included in the Tenant's T1 Application. The Tenant stated that they knew he was here and he was speaking on their behalf, but did not think he had to include their names. Given there is no prejudice to the Landlord I agreed to amend the application to include the other Tenants.
2. At the hearing, the Tenant requested to amend the application to include the key deposit which was also not paid by the Landlord. Given there was no mention of a key deposit in anywhere in the Tenant's application, I found it would be procedurally unfair to amend the application without notice to the Landlord and denied the request.

Illegal Security Deposit

3. As explained below, the Tenants proved the allegations of an illegal charge contained in the application on a balance of probabilities. **Therefore, the Landlord must pay to the Tenants \$3,844.80.**
4. The Tenancy agreement was entered into on August 10, 2024. The Tenants were required in that agreement to pay first and last month's rent. On August 11, 2025, after the agreement was signed, the Landlord requested a further 'security deposit' of \$3,699.00. The Tenant's paid that security deposit.
5. The Tenants lived for 1 year in the rental unit from September 1, 2024 to August 30, 2025.
6. The Landlord refused to re-pay the security deposit when the Tenant's vacated the rental unit.
7. Section 105(1) of the Act provides that the only security deposit that a landlord may collect is a rent deposit collected in accordance with section 106.
8. Section 105(2) of the Act includes in the definition of '*security deposit*', any money 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.
9. What section 105 means is that the Landlord was prohibited from collecting the 'security deposit' in this case, whether or not it is refundable. That deposit was not for last month's rent, and therefore was clearly for the security for the performance of some other obligation.
10. I find therefore that the Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act'), and the Tenant is entitled to a return of that illegally collected and retained amount pursuant to section 135 of the Act.

Rent Deposit

11. The Landlord failed to pay the Tenant interest on the last month's rent deposit, as required by section 106(6) of Act.
12. The Landlord collected a rent deposit of \$3,699.00 on August 11, 2024. Rent remained \$3,699.00 for the duration of the tenancy. Given there was no rental increase, the Landlord was obligated to pay the full amount of interest to the Tenants.
13. The KM testified that at the end of the tenancy the Landlord did not pay them interest. I find that the Landlord owes the Tenant simple interest from August 11, 2024 to August 31, 2025 in the amount of \$97.80.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$3,844.80. This amount represents:
 - \$3,699.00 for the illegal charge collected.
 - \$97.80 for interest on the last month's rent deposit.

- \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 21, 2026.
 3. If the Landlord does not pay the Tenant the full amount owing by February 21, 2026, the Landlord will owe interest. This will be simple interest calculated from February 22, 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 10, 2026
Date Issued

Julie Broderick
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.