



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-052215-25

In the matter of: 2, 153 MAIN ST
Wellington ON K0K3L0

Between: Damien Smith Tenant

And

Dhiren Patel Landlord

Damien Smith (the 'Tenant') applied for an order determining that Dhiren Patel (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 18, 2026. Only the Tenant attended the hearing.

As of 9:52 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 the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant, \$2,048.00.
2. The tenancy, which commenced on May 15, 2024, ended on May 15, 2025.
3. The lawful monthly rent was \$3,300.00.
4. The Tenant testified that at the commencement of the tenancy, he paid \$9,900.00 to the Landlord, for the first month's rent, the last month's rent deposit, and a furniture deposit of \$3,300.00.
5. The last month's rent deposit was applied to the last month of the tenancy and rather than refund the furniture deposit, the Landlord alleged that the Tenant caused damages to the unit and refunded \$1,300.00 to the Tenant. The Tenant seeks an order for the payment of the outstanding \$2,000.00.
6. Section 105 (1) of the *Residential Tenancies Act, 2006* ('the Act'), states that the only security deposit that a Landlord may collect is a rent deposit. Therefore, the furniture deposit collected by the Landlord was illegal and must be returned back to the Tenant.

7. The Landlord will also pay the cost of filing the application to the Tenant.

It is ordered that:

1. The Landlord shall pay the Tenant \$2,048.00. This amount represents:
 - \$2,000.00 for the illegal charge collected, and
 - \$48.00 for the cost of filing the application.
2. If the Landlord does not pay the Tenant the full amount owing by March 8, 2026, the Landlord will owe interest. This will be simple interest calculated from March 9, 2026, at 4.00% annually on the balance outstanding.
3. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 25, 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.