



Order under Section 135 Residential Tenancies Act, 2006

Citation: Lagman v Wignarajah, 2026 ONLTB 13595

Date: 2026-02-25

File Number: LTB-T-050506-25

In the matter of: 7765 White Pine Crescent
Niagara Falls ON L2H3R4

Between: Jesse Christopher III Lagman Tenant
Khariza Madrid

And

Jayakanth Wignarajah Landlord

Jesse Christopher III Lagman and Khariza Madrid (the 'Tenant') applied for an order determining that Jayakanth Wignarajah (the 'Landlord') collected or retained money illegally.

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

The first-named Tenant and the Landlord attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$698.05 by February 22, 2026.
2. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. I refer to the material facts and relevant evidence below.

Evidence of the Tenant, Jesse Christopher Lagman (JCL)

3. JCL testified that he and his partner moved into the rental unit on July 28, 2023 and provided first and last month's rent and a further \$1,917.80 to the Landlord. He and his partner decided to vacate the rental unit in February of 2025 and provided 60 days' notice to the Landlord. The parties agreed that the Tenants would vacate on April 30, 2025.
4. JCL stated that after he vacated the rental unit, he expected that the Landlord would send him \$1,917.80 which was the additional deposit that he provided at the time of entry into

the rental agreement. JCL explained that he only received a cheque from the Landlord in the amount of \$1,267.75 which was short the amount of \$650.05.

5. JCL stated that he contacted the Landlord to question why he did not receive the whole deposit and he stated that the Landlord charged him \$650.06 to steam-clean the carpets and to clean a floor area in the basement.
6. JCL testified that he left the rental unit in a good and clean condition with no damages.
7. JCL attempted to get the Landlord to simply return the outstanding deposit but the Landlord refused.

Evidence of the Landlord, Jayakanth Wignarajah (JW)

8. JW testified that prior to the Tenant moving into the rental unit, he arranged for the rental unit's carpets to be steam-cleaned. He expected that the Tenant would arrange for that same cleaning of the carpet as the Landlord requested that this be done.
9. JW further stated that the Tenant caused some damage to the floor in the basement with their boxes and that he had to arrange to have the floor restored. He stated that the carpet cleaning was \$325.00 plus HST and the restoring of the basement floor was \$250 plus HST. He stated that he deducted the amount of \$650.05 from the remaining deposit and returned the amount of \$1,267.75.
10. Section 134(1)(a) of the Act states that "Unless otherwise prescribed, no landlord shall, directly or indirectly, with respect to any rental unit, (a) collect or require or attempt to collect or require from a tenant, prospective tenant or former tenant of the rental unit a fee, premium, commission, bonus, penalty, key deposit or other like amount of money whether or not the money is refundable."
11. I am satisfied that the Landlord failed to return the full rent deposit to the Tenants which is in contravention of section 134(1)(a) of the Act. Furthermore, the Landlord's requirement of an additional deposit from the Tenant was also in contravention of the Act.
12. The Tenant's application is granted.

It is ordered that:

1. The Landlord shall pay the Tenant \$650.05 which represents the remainder of the extra deposit and the Landlord shall also pay \$48.00 to the Tenant for the cost of filing the application.
2. The Landlord shall pay the total amount of \$698.05 to the Tenant by March 8, 2026.

3. 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.

February 25, 2026
Date Issued

Carrie Bertrand
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.