



Order under Section 135 Residential Tenancies Act, 2006

Citation: Paranthaman v Gianikos, 2026 ONLTB 17233

Date: 2026-02-26

File Number: LTB-T-056837-24

In the matter of: Basement, 132 Larratt Lane
Richmond Hill ON L4C0E6

Between: Sathulan Paranthaman Tenant
Ponsiga Namasivayam

And

Sabrina Gianikos Landlord

Sathulan Paranthaman and Ponsiga Namasivayam (the 'Tenant') applied for an order determining that Sabrina Gianikos (the 'Landlord') collected or retained money illegally. (T1 Application)

Sathulan Paranthaman and Ponsiga Namasivayam (the 'Tenant') also applied for an order determining that Sabrina Gianikos (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards. (T6 Application)

This application was heard by videoconference on November 25, 2025.

Only the Tenant's Representative Ayesha Adamjee and the Tenant Sathulan Paranthaman attended the hearing.

As of 9:46 am, 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.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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 \$2,192.14.

T1 Application - Illegal charge collected

2. The Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act').
3. The Tenant testified that the Landlord collected a \$500.00 damage deposit and submitted a copy of the lease as evidence.
4. Sections 105 and 134 of the Act read as follows:

105(1) The only security deposit that a landlord may collect is a rent deposit collected in accordance with section 106.

134(1) 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.

5. Based on the Tenant's uncontested evidence, I find that the Landlord collected a damage security deposit at the beginning of the tenancy that was contrary to section 134 of the Act and does not fall within any of the exceptions contained in section 17 of the Ontario Regulations 516/06. As such, the Landlord shall refund the Tenant the damage deposit of \$500.00.

T6 Application

6. I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair or maintain the rental unit.
7. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
8. In this case, the Tenant testified that he was at work when he received a call from another tenant asking about running water. He testified that his wife came home around 4:00 pm and there was water pouring in onto their bed from the upper unit and when he came home at between 5:3 and 6:00 pm, the water was still running.

9. The Tenant testified that he went upstairs and found the leak from the water line to the fridge and the Landlord asked if he would fix it.
10. The Tenant testified that he went to Home Depot and bought the parts and then fixed the leak.
11. The Tenant testified that the Landlord paid him for the plumbing work but refused to compensate him for the mattress and linens which were damaged because of the leak.
12. The Tenant testified that he had purchased the mattress on December 24, 2017, and the linens on January 14, 2018 for a total of \$1,639.14. A copy of his bank statement showing the purchases were submitted as evidence.
13. The Tenant testified to text messages between him and the Landlord in which the Landlord says he will pay, says he will not pay, complains about the cost of the plumbing and then tells the Tenant to go through his own insurance. Copies of the text messages were submitted as evidence.
14. The Tenant testified that the Landlord has since refused to repair the damage to the ceiling and that the ceiling contains mold and that they have not been able to sleep in the bedroom since. The Tenant is seeking an abatement of \$1,485.00 for the loss of the use of the bedroom. A photo of the bedroom ceiling was submitted as evidence.

Analysis

15. Based on the uncontested evidence before me, I find on a balance of probabilities that the Tenant's mattress and linens were damaged by the leak in the ceiling.
16. Therefore, the Landlord must pay the Tenant \$1,639.14 for the costs to repair or replace property that was damaged because of the leak in the residential complex.
17. In viewing the photo of the bedroom ceiling, although I observe water damage, I do not find any evidence of mold or any other reason why the Tenant can not use the bedroom, therefore the request for the rent abatement for the loss of the bedroom is denied.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,192.14. This amount represents:
 - \$500.00 for the illegal charge collected.
 - \$1,639.14 for the replacement costs that the Tenant incurred to replace the mattress and bedding which were damaged.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 9, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 9, 2026, the Landlord will owe interest. This will be simple interest calculated from March 10, 2026, at 4.00% annually on the balance outstanding.

4. If the Landlord does not pay the Tenant the full amount owing by March 9, 2026, the Tenant may recover this amount by deducting \$548.03 from the rent each month from April 2026 to July 2026.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 26, 2026
Date Issued

Brenda Mercer
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.