

**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-052488-25

In the matter of: **3418** Deerbrook
WINDSOR ON N8R2A4

Between: Devonte Pierce Tenant

And

Hardeep Singh Landlord

Devonte Pierce (the 'Tenant') applied for an order determining that Hardeep Singh (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 18, 2026.

The Landlord and the Tenant attended the hearing. The Tenant was assisted at the hearing by his partner, Slejda Kthupi.

Further, the Landlord asked me to dismiss the application because the number identifying the rental unit were transposed by the Tenant in preparing the application. I denied the Landlord's request and amended the style of cause to reflect the actual rental unit address. Again, the Landlord attended the hearing and there is no prejudice to him in making this amendment.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must return to the Tenant the \$900.00 rental deposit unlawfully retained.

Preliminary Issues – Amendment Requests

2. As a preliminary matter, the Tenant asked me to amend the application to reflect monetary amounts acclaime^d which were described in the application but not specifically stated in the application. As the amount claimed in the narrative portion was exactly the amount of the amendment and because the Tenant had filed a motion for amendment and because there was no prejudice to the Landlord in making this amendment it was granted.

3. Further, the Landlord asked me to dismiss the application because the number identifying the rental unit were transposed by the Tenant in preparing the application. I denied the Landlord's request and amended the style of cause to reflect the actual rental unit address. Again, the Landlord attended the hearing and there is no prejudice to him in making this amendment.

Rent Deposit not Returned

4. The Landlord advertised the rental unit on Facebook Marketplace with a move in date of June 1, 2025. The advertised rent for the unit was \$1800.00 per month. The Tenant viewed the unit on May 17 with Ms. Kthupi. They provided a \$900.00 deposit to hold the unit while they made their decision as to whether to rent the unit or not. On May 21st the Tenant advised that they would not be taking the unit as they might be moving to Toronto. The Landlord initially advised that he would return the deposit. Subsequently, the Landlord told the Tenant that he was annoyed at his behaviour and that he would not be returning the deposit. The Landlord said the same thing in his testimony at the hearing.
5. The parties did not sign a lease and keys were not exchanged.
6. The Landlord was able to rent the unit effective June 2nd for the full rental rate of \$1800.00 per month.
7. Section 107(1) of the *Residential Tenancies Act, 2006* (the 'Act') provides 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."
8. In this case, the Tenant never took possession of the rental unit, the Tenant advised the Landlord within 4 days of paying the deposit that he would not be taking possession of the unit and the parties had yet to enter into a tenancy agreement. Further, the Landlord was able to re-rent the unit and fully mitigate any damages.
9. The Tenant requested that I levy an administrative fine against the Landlord. As I advised the parties at the hearing, the Landlord's conduct does not approach the threshold of an administrative fine and I declined to award one.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$948.00 --. This amount represents:
 - \$900.00 for the return of the deposit
 - \$48.00 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. 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

Christina Budweth
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.