



Order under Section 135 Residential Tenancies Act, 2006

Citation: Nadarajah v Kajenthiran, 2026 ONLTB 16348

Date: 2026-02-26

File Number: LTB-T-078868-25

In the matter of: 1001, 99 Blackwell Avenue
Toronto Ontario M1B3R5

Between: Vickraman Nadarajah Tenant
Mathivathani Veluppillai

And

Premadevi Kajenthiran Landlord

Vickraman Nadarajah and Mathivathani Veluppillai (the 'Tenants') applied for an order determining that Premadevi Kajenthiran (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 3, 2026.

The Tenants, Tenants' Agent Athavan Mahendrakumar (AM), Landlord and the Landlord's Agent Kajaaneei Kajenthiran (KK) attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants \$1,800.00 for the last month's rent together with interest and filing fee.
2. This application is brought under section 135 of the *Residential Tenancies Act*, 2006 (the "Ac"), which provides in part:

135 (1) A tenant or former tenant of a rental unit may apply to the Board for an order that the landlord, superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act or the Tenant Protection Act, 1997.

3. There is no dispute between the parties that:

1. The Tenants entered into a tenancy agreement for a fixed term for a period of May 10, 2019 to May 9, 2020. The rent charged was based on a monthly amount of \$1,800.00.

2. The Tenants provided the first and last month rent.
3. After the expiration date of the lease, the tenancy was renewed on a month-to-month basis.
4. The monthly rent increased on June 10, 2025, to \$1,950.00 monthly. It was agreed that the notice of the increase was given verbally, and no written notice was given.
4. On July 5, 2025, the Tenants provided verbal notice to the Landlord of their intent to vacate the rental unit on September 9, 2025. The Tenants' Agent AM asserted that the basis for vacating the rental unit was an increase in the rent rendering the tenancy financially difficult for the Tenants to continue.
5. On September 1, 2025, the Tenants reaffirmed their intention to vacate.
6. Section 44 (2) of the Act states that:

(2) A notice under section 47, 58 or 144 to terminate a monthly tenancy shall be given at least 60 days before the date the termination is specified to be effective, and that date shall be on the last day of a rental period. 2006.
7. Section 47 of the Act sets out the following:

A tenant may terminate a tenancy at the end of a period of the tenancy or at the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with section 44.
8. KK maintained that the Landlord did not receive the Tenants prior notice and, accordingly, acknowledged only the verbal notice rendered on September 1, 2025.
9. When the Tenants were asked why they did not provide written notice, the tenants stated that all prior communication had been conducted verbally by both parties.
10. The Landlord's position regarding the Tenants' T1 application is essentially that there was no notice given in July and that the first notice was received verbally on September 1, 2025.
11. On a balance of probabilities, I am satisfied that the Tenants delivered their verbal notice on July 5, 2025, in response to the rent increase effected on June 10, 2025.
12. The Tenants provided notice on July 5, 2025, which is more than 60 days' notice required by the Act to vacate the rental unit on September 9, 2025.
13. I am not persuaded the first time the Landlord received verbal notice from the Tenants was in early September. The Landlord failed to provide any evidence that the issue of the short notice was communicated to or discussed with the Tenants at that time.
14. The Tenants returned one set of keys to the Landlord on September 2, 2025, and the second set on about September 7, 2025. KK confirmed they received the keys and that they were able to attend at the rental unit to clean and paint on September 6, 2025.

15. In addition, there was evidence that the Landlord attended the rental unit prior to the termination date to clean and paint in preparation for re-renting. I am satisfied the Landlord acted in a manner that clearly demonstrated acceptance of the Tenants' verbal notice under the Act.
16. Therefore, it is inconsistent for the Landlord to now assert that improper notice was provided or that the notice was not accepted. The Landlord's conduct supports my conclusion that the tenancy was terminated in accordance with the Act.
17. Given my findings above, I am satisfied that the tenancy lawfully terminated on September 9, 2025. Therefore, August 10 to September 9, 2025, was the last month of the tenancy period.
18. There was no dispute that the Landlord collected from the Tenants a last month's rent deposit of \$1,800.00. Pursuant to s. 106 (10) the last month's rent deposit must be applied to the rent due for the last month of the tenancy.
19. The Tenants paid the rent of \$1,950.00 on August 9 for the period of August 10 to September 9, 2025.
20. The Landlord was able to re-rent the unit to new Tenants effective December 7, 2025.
21. Since the Tenants paid rent of \$1,950.00 for the period of August 10 to September 9, 2025, to the Landlord, the Landlord collected and retained rent in excess of that allowed by the Act. Accordingly, the Tenants are entitled to the return of the last month's deposit.
22. The Landlord acknowledges the Tenants paid \$1,950.00 for the rental period of August 10 to September 9, 2025; however, KK asserted that she applied the LMR deposit to the rental period ending October 9, 2025, as there was no agreement to terminate the tenancy earlier.
23. The Landlord acknowledges that the Tenants returned the keys on September 2nd and 7th, 2025, however, the Landlord was firm that no written notice of termination was received, and the Tenants failed to do so.
24. The Tenants request that the Board order the Landlord to pay interest on the LMR deposit.
25. The Landlord did not dispute that she has not paid interest on the LMR deposit.
26. Pursuant to s. 106(6) sets out that a landlord of a rental unit shall pay interest to the tenant annually on the amount of the rent deposit at a rate equal to the guideline determined under section 120 that is in effect at the time payment becomes due.
27. The last month of the tenancy here started August 10 to September 9, 2025, so the Tenants are entitled to interest on the deposit from May 10, 2019 to August 9, 2025, inclusive.
28. Therefore, interest on the last month's rent deposit is calculated for the period of May 10, 2019 to August 9, 2025 as follows: $2.5\% \times \$1,800.00 \div 365 \text{ days/year} \times 2,283 = \281.46 .
29. The Tenants paid \$53.00 for filing the application and are entitled to reimbursement of that fee.

30. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$2,138.46. This amount represents:
 - \$1,800.00 for the last month's rent deposit.
 - \$285.46 interest on the last month deposit.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by March 16, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by March 16, 2026, the Landlord will owe interest. This will be simple interest calculated from March 17, 2026, at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 5, 2026
Date Issued

Rosemarie Ortiz
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.