



Order under Section 135 Residential Tenancies Act, 2006

Citation: SHIKDER v Natkunarajah, 2026 ONLTB 19068

Date: 2026-03-03

File Number: LTB-T-095643-24

In the matter of: 404, 38 FOREST MANOR RD
NORTH YORK ON M2J0H4

Between: MD ROMAN SHIKDER Tenant

And

Shabichan Natkunarajah Landlord

MD ROMAN SHIKDER (the 'Tenant') applied for an order determining that Shabichan Natkunarajah (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on December 22, 2025.

Only the Tenant attended the hearing.

As of 9:41 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. The matter was adjourned on June 12, 2025, because the hearing Member was not certain that the Landlord had been served with the notice of hearing. It had been sent by the Board to the rental unit address, and it had been emailed to an address that was different than the email address listed by the Landlord in the written lease agreement between the parties.
2. The Landlord was served with the notice of hearing for this hearing by email at the address listed in the lease agreement, shabichan29@gmail.com. It was not returned to the Board undelivered, so I found that the Landlord was served with the notice of hearing.
3. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.

4. The Tenant said that he signed the lease for the rental unit on December 27, 2023. The monthly rent was \$2,100.00, and he was to move in on February 1, 2024. The Tenant paid a first and last month's rent deposit for a total of \$4,200.00.
5. The Tenant said that he tried to contact the Landlord unsuccessfully by phone by the end of January 2024 to find out when he would get keys to move in. He said that he managed to speak to the Landlord by phone on January 24, 2024, at which time the Landlord told him he could not move in because the sitting tenant was not leaving. The Tenant submitted into evidence an email from him to the Landlord, dated January 28, 2024, in which he offers to void the lease if the Landlord returns his deposit. The Tenant said he did not hear from the Landlord until February 22, 2024. He submitted into evidence an email from the Landlord, dated February 22, 2024, in which the Landlord is defensive, and he accuses the Tenant of avoiding him, and he offers to give him his money back. That is the last response from the Landlord, who then never arranged a time to give the Tenant the money, nor did he communicate again.
6. Pursuant to section 13 of the *Residential Tenancies Act, 2006* (the 'Act'), the period of a tenancy begins on the day the tenant is entitled to occupy the rental unit under the tenancy agreement. The Tenant signed a lease, and he paid the Landlord first and last month's rent over a month prior to the commencement of the tenancy on February 1, 2024. The Landlord never provided the keys, nor did the Tenant get access to the rental unit.
7. Consequently, the tenancy began on February 1, 2024, and the Tenant was never permitted to move into the rental unit. The Landlord was obliged to reimburse the Tenant his deposit of \$4,200.00. Instead, the Landlord was accusatory towards the Tenant, he promised to reimburse the Tenant, and then he stopped responding to any communication. To date the Landlord has not reimbursed the Tenant.
8. The Landlord collected a rent deposit but did not give the prospective Tenant vacant possession of the rental unit. Therefore, the Landlord must repay the rent deposit.
9. If the Landlord had ever permitted vacant possession, he would have been obliged to pay the Tenant interest on his last month's rent deposit of \$2,100.00. Pursuant to subsection 106(6) the Act, this is to be an annual payment at a rate equal to the guideline determined section 120 that is in effect at the time payment becomes due.
10. The Landlord would have owed annual interest of 2.5% on February 1 2025 and 2.1% on February 1 2026, for a total of $2.5\% \times \$2,100.00 = \52.50 plus $2.1\% \times \$2,100.00 = \44.10 or \$96.60.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$4,344.60. This amount represents:
 - \$4,200 rent deposit paid to the Landlord upon signing the lease agreement
 - \$96.60 interest on the last month's rent deposit
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 14, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by March 14, 2026, the Landlord will owe interest. This will be simple interest calculated from March 15, 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.

March 3, 2026
Date Issued

Nancy Morris
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.