



Order under Section 135 Residential Tenancies Act, 2006

Citation: *Piggin v Brsk Management Corp.*, 2026 ONLTB 8997

Date: 2026-03-04

File Number: LTB-T-063806-25

In the matter of: 310, 78 QUEEN STREET
EGANVILLE ON K0J 1T0

Between: Daphne Piggin Tenants
John Piggin

and

Brsk Management Corp. Landlord

Daphne Piggin and John Piggin (the 'Tenants') applied for an order determining that Brsk Management Corp. (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 19, 2026.

Only the Tenant, Daphne Piggin, and the Tenants' representative, Kathan Shukla, attended the hearing. The Tenant, Daphne Piggin, testified on behalf of both Tenants.

As of 9:37 a.m. the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenants' evidence.

Determinations:

1. As explained below, the Tenants did prove the allegations contained in the application on a balance of probabilities. Therefore, the application is granted.

Tenants' evidence

2. The Tenants sought an order for their rent deposit of \$2,200.00, and for the filing fee.
3. Daphne Piggin testified that she viewed the rental unit with Landlord's agent, Katie Patterson in July 2024. On July 31, 2024, she submitted an application form for a rental unit. The form states that management uses the form to screen individuals applying to lease an apartment. It further states that a nonrefundable last month's rent deposit is

mandatory to hold an apartment and process the application. Ms. Piggin further testified that she requested unit 310 at 78 Queen Street, Eganville, Ontario.

4. On July 31, 2024, she received an email from the Landlord's agent requesting that \$2,200.00 be transferred to office@pftconstruction.com to hold apartment 310.
5. I asked Ms. Piggin as to why the funds were delivered to Pft Construction as opposed to the named Landlord Brsk Management Corp. She indicated that she did not know.
6. On August 2, 2024, Ms. Piggin delivered an email transfer in the amount of \$2,200.00 as instructed. She referred to the transfer confirmation and an email from the Landlord's agent confirming receipt during the hearing.
7. Ms. Piggin indicated that she intended to move in the unit on October 1, 2024. She referred to an email from the Landlord's agent dated September 17, 2024, which states:

"I have made a note that you would be interested in securing that second spot...For move in we will have people in as soon as we have that occupancy in hand".
8. Ms. Piggin testified that on September 26, 2024, she wrote to the Landlord's agent withdrawing her application. The agent replied indicating that she understood.
9. I asked Ms. Piggin whether there was a lease agreement signed between the parties that confirm she was to move in the rental property on October 1, 2024, and that the deposit held was in fact for unit 310. Ms. Piggin testified that there was no lease agreement or other agreement made by the parties that a tenancy commences between the parties on October 1, 2024, or at any other time.

Analysis

10. Subsection 107 of the *Residential Tenancies Act, 2006* (the 'Act') provides:

107 (1) 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. 2006, c. 17, s. 107 (1).

11. In this case, there was no signed lease and no evidence before me that the parties reached an agreement on all essential terms of the tenancy. The prospective tenants withdrew their application on September 26, 2024, before any tenancy commenced.
12. On these facts, the tenants remained prospective tenants within the meaning of subsection 107(1). A prospective tenant is a person who intends to enter into a tenancy agreement but has not yet done so. If a tenancy agreement has already been formed then the person is no longer a prospective tenant. Subsection 107(1) requires the Landlord to repay the prospective tenant the rental deposit if vacant possession is not given.
13. In *Musilla v. Avcan Management Inc.*, 2010 ONSC 542, the Divisional Court held: "When one looks at the words of s. 107(1), it is notable that the landlord is to return the deposit if vacant possession is "not given" to the prospective tenant. The words "not given" suggest

that it is the refusal or inability of the landlord to provide the premises that triggers the obligation to return the deposit to the prospective tenant.”¹

14. In the present case, the Landlord’s rental application states that a \$2,200.00 non-refundable deposit is required. The Landlord’s requirement for a nonrefundable payment, regardless of whether a tenancy agreement was entered into, is inconsistent with subsection 107(1) which requires the Landlord to return the deposit if vacant possession is not given. Further, the requirement is in contravention of subsection 134(1)(a) of the Act which prohibits a Landlord from directly or indirectly collecting or requiring a tenant or prospective tenant to pay any amount unless authorized by the Act.

15. For these reasons, I find that subsection 107(1) applies and requires the Landlord to repay the \$2,000.00 rent deposit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,248.00. This amount represents:
 - \$2,200.00 for the illegal charge collected; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 15, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 15, 2026, the Landlord will owe interest. This will be simple interest calculated from March 16, 2026 at 4.00% annually on the balance outstanding.

March 4, 2026

Date Issued

Adeela Alvez

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.

¹ *Musilla v. Avcan Management Inc.*, 2010 ONSC 542, para 22