



Order under Section 135 Residential Tenancies Act, 2006

Citation: Mohan Gupta v Perroni, 2026 ONLTB 25619

Date: 2026-03-25

File Number: LTB-T-073606-25

In the matter of: 2602, 33 Parliament Street
Toronto ON M5A2Y2

Between: Ishaan Mohan Gupta Tenants
Gurjas Singh Chawla

And

Adam David Perroni Landlord

Ishaan Mohan Gupta and Gurjas Singh Chawla (the 'Tenants') applied for an order determining that Adam David Perroni (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 23, 2026.

Only the first-named Tenant attended the hearing and he said that he spoke on behalf of the second-named Tenant.

As of 9:29 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. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$548.00 by April 5, 2026.
2. I have carefully reviewed the documentary evidence before me, the testimony of the party and I have considered the party's submissions. I refer to the material facts and relevant evidence below.

Evidence of the Tenant, Ishaan Mohan Gupta (IMG)

3. IMG testified that he and his roommate were returning to Toronto after working out west and had contacted the Landlord in June of 2025. They had signed a lease with the Landlord and provided a deposit of \$500.00 to rent a condo in Toronto.
4. IMG explained that these were new condos and the Tenants wanted to ensure that they would be ready on time and that they would be able to be occupied in August when they arrived back in Toronto. Their tenancy was to commence anytime after August 22, 2025 and they signed a lease with the Landlord and provided a copy of the lease, correspondence between the parties and a receipt for their \$500.00 deposit.
5. IMG stated that he received an email from the Landlord on August 20, 2025 advising him of a 90 day occupancy delay due to construction issues and the Landlord stated that he did not expect the Tenants to wait that long. The Landlord stated that he would probably sell the condo as he was leaving the country. IMG stated that the Landlord told him that he would return the \$500.00 deposit.
6. IMG provided further emails setting out that correspondence and the Landlord stopped communicating with him on August 20, 2025.
7. IMG stated that this caused a lot of hassle and financial strain for himself and his roommate and they had to find alternative accommodations in a very short period of time.
8. IMG stated that he was never given a key to the rental unit that he was supposed to rent by the Landlord. He had not even seen the rental unit in person as he and his roommate had been residing and working in Calgary.

Analysis

9. The Tenant's evidence was corroborated by text messages and email correspondence between the Tenant and the Landlord.
10. Section 107 of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") states (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."
11. The Tenant was not provided with vacant possession of the rental unit and thus, the Landlord was obligated to return the \$500.00 to the Tenant.
12. I am satisfied that the Landlord breached section 107(1) of the Act and the Landlord shall pay the Tenant the amount of \$500.00.
13. As the Tenant is successful with his application, he is entitled to the \$48.00 application fee.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$548.00. This amount represents:
 - \$500.00 for the return of the rent deposit;
 - \$. 48.00 for the application fee.
2. The Landlord shall pay the Tenant the full amount owing by April 5, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 5, 2026, the Landlord will owe interest. This will be simple interest calculated from April 6, 2026 at 4.00% annually on the balance outstanding.

March 25, 2026
Date Issued

Carrie Bertrand
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.