



Order under Section 135 Residential Tenancies Act, 2006

Citation: Aiyer v Szyf, 2026 ONLTB 25644

Date: 2026-04-01

File Number: LTB-T-073205-25

In the matter of: 5011, 35 MARINER TERR
TORONTO ON M5V3V9

Between: Teethee Shivaraman Aiyer

Tenant

And

Victoria Szyf

Landlord

Teethee Shivaraman Aiyer (the 'Tenant') applied for an order determining that Victoria Szyf (the 'Landlord') collected or retained money illegally.

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

The Landlord and the Tenant attended the hearing.

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 \$2,998.00 by April 12, 2026.
2. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. I refer to the material facts and relevant evidence below.

Evidence of the Tenant, Teethee Shivaraman Aiyer (TSA)

3. The Tenant testified that they entered into a lease with the Landlord on February 3, 2025 and expected to stay a full year. However, unfortunately she stated that she had immediate family in India who were very ill and they required her to go to India.
4. The Tenant contacted the Landlord on June 1, 2025 and advised her of the emergency situation. She stated that she and her family had to return to India after August 31, 2025 to care for their family. She stated that she offered to let the Landlord use her own realtor to help out with getting new Tenants into the rental unit but the Landlord refused.

5. The Tenant stated that the Landlord approached her and stated that she would allow them to terminate their tenancy earlier if the Tenants would agree to her conditions. She stated that the Landlord told her that she would have to pay the \$2,950.00 realtor fee that the Landlord would have to pay to arrange for a new tenant. She stated that the Landlord also stated that she would be responsible for the rent until a new tenant took over the rental unit.
6. The Tenant stated that she had family in India who really needed her and felt that the Landlord's conditions were acceptable. She agreed to these conditions verbally.
7. The Tenant stated that the Landlord commenced showing the property on the market in late July of 2025 and finally arranged for other tenants to rent the unit for September 15, 2025.
8. The Tenant stated that in her application, she felt that she might be responsible for rent for September 1 – 15, 2025 to the Landlord.
9. Once the Tenant had gotten out of the situation, she felt that it was not fair that she had to pay \$2,950.00 to cover the Landlord's realtor fees. She did state that the Landlord finally returned her security deposit of \$500.00 after 23 days of requesting the return of same.

Evidence of the Landlord, Victoria Szyf (VS)

10. The Landlord testified that she acted in good faith and she did everything in her power to assist the Tenants. The Tenants were the people who breached the contract.
11. The Landlord felt that all of her actions, including the reduction of the rent from \$3,200.00 to \$2,950.00 (when it was being re-listed), was done by her to assist the Tenants. She believed that had she left the listing on a little longer, she would have received her requested \$3,200.00 per month for the rental unit.
12. The Landlord stated that she did not believe that she should have to pay for two realtor commissions (normally one month's rent) twice in one year if the Tenants had to break their lease. She felt that this charge should be the responsibility of the Tenants who broke the lease.
13. The Landlord did not believe that she should have to pay any funds back to the Tenant.

Analysis

14. Both parties agreed with each other's testimony and no party challenged any evidence were brought up. The history of this tenancy is clear and both parties agree with the facts disclosed.
15. Section 134(1)(a) of the Act states that "Unless otherwise prescribed, no landlord shall, directly or indirectly, with respect to any rental unit, (a) collect or require or attempt to collect or require from a tenant, prospective tenant or former tenant of the rental unit a fee,

premium, commission, bonus, penalty, key deposit or other like amount of money whether or not the money is refundable.”

16. I am satisfied that the Landlord charged an illegal fee of \$2,950.00 for “real estate fees” which is in contravention of section 134(1)(a) of the Act.
17. I am satisfied that the Landlord returned the \$500.00 security charge and as such, I have no need to make any orders.
18. As the Tenant was successful with her application, she is entitled to her application fee of \$48.00.
19. Regarding the two weeks of rent that the Landlord insisted on and even returned to the Hearing room to discuss (after insisting that the Tenant return too), any claim for these two weeks would have to be brought by the Landlord in her own application. They do not form part of the application in front of me.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,998.00. This amount represents:
 - \$2950.00 for the illegal charge collected.
 - \$48.00 for the application fee.
2. The Landlord shall pay the Tenant the full amount owing by April 12, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 12, 2026, the Landlord will owe interest. This will be simple interest calculated from April 13, 2026 at 4.00% annually on the balance outstanding.

April 1, 2026
Date Issued

Carrie Bertrand
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.