



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-073641-25

In the matter of: 43 CRYSTAL GLEN CRES
Brampton ON L6X0K1

Between: Manavjot Singh Tenants
Taranpreet Singh
Rohan Singh Jagdeep Singh Maan

And

Sukhmeet Singh Landlord

Manavjot Singh, Taranpreet Singh and Rohan Singh Jagdeep Singh Maan (the 'Tenants') applied for an order determining that Sukhmeet Singh (the 'Landlord') collected or retained money illegally. (T1 application)

This T1 application was heard by videoconference on March 24, 2026.

Only two of the Tenants, Manavjot Singh and Rohan Singh Jagdeep Singh Maan, attended the hearing. Tenant Duty Counsel (TDC) did not appear in the hearing room so the Tenants were not able to consult with TDC prior to the hearing. They indicated they were prepared to begin nevertheless.

As of 9:24 am, 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 Tenants' evidence. The hearing ended after 9:30 am and I confirm that no one for the Landlord appeared in the hearing room for the duration of the full-day hearing block.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must reimburse the Tenants with the last month's rent deposit and the interest owing on that deposit. Pursuant to the LTB's Interpretation Guideline No. 3, the Landlord will also pay the Tenants the \$48.00 filing fee for the T1 application.
2. The Tenant testified that their tenancy began on March 1, 2024 and ended on March 31, 2025 when they moved out of the rental unit. They stated their monthly rent payable to the Landlord was \$1,800.00 – the Tenants were also responsible for a percentage of utility costs. A copy of the signed lease was submitted into evidence as exhibit TT#1.

3. At the beginning of their tenancy, the Tenants testified they paid a first rent of \$1,800.00 and a last month's rent (LMR) deposit of \$1,800.00 (per TT#1).
4. They stated the Landlord informed them in early 2025 he was selling the rental unit property and needed vacant possession. They stated the Landlord was successful in selling the property for an April 20, 2025 sale-closing.
5. The Tenants testified they paid their monthly rents in full every month of the tenancy, including the last two months of February 2025 and March 2025. Exhibit TT#2 was submitted which provides screen shots of their e-transfer payments to the Landlord.
6. However, the Tenants stated the LMR deposit was never used to cover any rent, and the Landlord informed them that he would transfer the LMR deposit back to them. The Landlord never did, they said.
7. They testified they followed up with the Landlord in April 2025 who apologized, saying he had been out of country and that was the reason for his lateness in reimbursing them. Exhibit TT#3 was submitted in evidence, which is a copy of a text message thread between the parties concerning the LMR deposit, which supports the Tenants' testimony.
8. Based on the Tenants' submissions, I find the Landlord did not use the Tenants' last month's rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenants. This is prohibited by the *Residential Tenancies Act, 2006* (the 'Act'). Relevant sections of the Act include section 106 and subsections 234 (e), (f) and (g).
9. As well, the Landlord owes interest on the last month's rent deposit, from March 1, 2024 to February 28, 2025, in the amount of \$85.26. See Table 1 below for the calculation.
10. As the Tenants are successful with their T1 application, they are entitled to a reimbursement of their \$48.00 filing fee from the Landlord.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$1,897.06 This amount represents:
 - \$1,800.00 for the last month's rent deposit.
 - \$49.06 for the interest owing on the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount of \$1,897.06 owing by April 18, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by April 18, 2026, the Landlord will owe interest. This will be simple interest calculated from April 19, 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.

April 13, 2026**Date Issued****Alex Brkic**

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.

Table 1 – Calculation of Interest on the Last Months' Rent (LMR) deposit

% interest For Period Ending in:	From	To	LMR deposit amount	# of days in the period	Interest amount owing
2024 (2.5%)	March 1, 2024	December 31, 2024	\$1,800.00	306	\$37.73
2025 (2.5%)	January 1, 2025	March 31, 2025	\$1,837.73	90	\$11.33
				Total:	\$49.06