



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-109235-25

In the matter of: 1019, 60 Honeycrisp Crescent
Concord On L4K0N5

Between: Kleantha Harkoo Tenant
Akshay Nand

And

Rajan Mehra Landlord

Kleantha Harkoo and Akshay Nand (the 'Tenant') applied for an order determining that Rajan Mehra (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 13, 2026.

Only the Tenants attended the hearing.

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.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$2,153.00.

Evidence of the Tenants

2. The Tenants provided oral evidence that prior to taking possession of the rental unit on December 1, 2023, they paid the Landlord \$2,100.00 as a last month's rent deposit. The Tenants further testified that from December 1, 2023 onward, they paid rent in full and on time each month.
3. In mid-April 2025, the Tenants advised the Landlord of their intention to vacate the rental unit effective June 15, 2025. The Landlord agreed to this termination date through both a phone call and text message. The parties further agreed that the Tenants would pay pro-rated rent in the amount of \$1,100.00 for the period of June 1 to June 15, 2025. The Tenants testified that they paid this amount to the Landlord.

4. After vacating the rental unit on June 15, 2025, the Tenants contacted the Landlord by text message requesting the return of their last month's rent deposit. On June 24, 2025, the Landlord responded by text message stating that he intended to return the deposit during "the first week of August." Despite this message, the Landlord did not return the last month's rent deposit to the Tenants.

Analysis

5. Section 106(10) of the *Residential Tenancies Act* (the Act) states:

106(10) A landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates.

6. The Landlord did not use the Tenants' rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenant. Based on the uncontested evidence of the Tenants, the Landlord acknowledged owing the rent deposit to the Tenants however has failed to return the deposit as required. As such, this deposit is required to be returned to the Tenants.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,153.00 This amount represents:
 - \$2,100.00 for the last month's rent deposit.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 2, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 2, 2026, the Landlord will owe interest. This will be simple interest calculated from May 3, 2026 at 4.00% annually on the balance outstanding.

April 21, 2026
Date Issued

Brett Lockwood
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.