



Order under Section 135 Residential Tenancies Act, 2006

Citation: Kuznetsov v Bilandzija, 2026 ONLTB 30771

Date: 2026-04-22

File Number: LTB-T-090915-25

In the matter of: Upper level, 28 LAFFERTY ST
Toronto ON M9C5B6

Between: Dmytro Kuznetsov Tenant

And

Zoran Bilandzija Landlord

Dmytro Kuznetsov (the 'Tenant') applied for an order determining that Zoran Bilandzija (the 'Landlord') collected or retained money illegally.

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

The Landlord, the Tenant and the Tenant's representative Margarita Bianco attended the hearing.

Determinations:

Preliminary Issues

The Role of the Tenant's Representative

1. At the start of the hearing Margarita Bianco (MB) intended to speak on behalf of the Tenant. I explained the various options for participants and MB said that she intended to represent the Tenant. MB is not licensed by the Law Society of Ontario.
2. As per the Board's *Practice Direction on Representation before the Landlord and Tenant Board*, MB confirmed that she is appearing as a friend of the Tenant, did not receive any compensation for her representation and has not provided legal services to any other person in the last year.
3. While MB had some involvement in the establishment of the tenancy, she understood the distinction between a support person, a witness and a representative. MB opted to proceed as representative for the Tenant.

The No Contact Order

4. The Landlord said that the Tenant, by court order, cannot communicate in any way with the Landlord by any physical or electronic means.
5. The parties attended this hearing by Zoom. As explained to the parties, the October 26, 2025 Ontario Court of Justice Form 11 is not a prohibition related to LTB matters. The Tenant and the Landlord agreed to proceed with the hearing.

The Application

6. The Tenant filed the T1 application on October 29, 2025 where he claimed the Landlord did not use the last month's rent deposit for the last month of the tenancy. However, the Tenant also selected reason #4, claiming the Landlord did not allow him to move into the rental unit and did not return the money paid to the Landlord as a deposit.
7. There is no dispute that the Tenant moved into the rental unit on or around December 1, 2023. The Tenant said he misunderstood the Board form. He is seeking a return of \$12,000.00 related to the last month's rent deposit and a lump sum payment made to the Landlord at the onset of the tenancy. For clarity, the Tenant is seeking \$3,000.00 for the last month's rent deposit and \$9,000.00 for the lump sum deposit.
8. The Landlord said he was confused by the Tenant's application. While the Tenant may have selected the wrong box on the application, the total amount being sought was clearly outlined in the application. I therefore find the Landlord was put on notice of the total amount claimed in the application and had reasonable opportunity to prepare to defend his position. The application is amended to reflect the reason for the amount sought and the matter proceeded accordingly.

The Disclosure

9. Neither party complied with disclosure requirements and did not serve each other. However, the parties had opportunity to review the evidence submitted to the Ontario Tribunals Portal (TOP), accepted the evidence and agreed to proceed.
10. The Tenant's disclosure includes: lease documents, bank draft and various communications (DOC7671462, DOC6687465, DOC7209114, DOC6687513, DOC7671609, DOC7671565)
11. The Landlord's disclosure includes: the agreement to lease, no contact document, lease, undertakings and various communications (DOC7671552, DOC,7209114, DOC7671417, DOC7674167, DOC7209114, 7671432,7671525, DOC7671643, DOC7671565, DOC7671609, DOC7671616, DOC7671624, DOC7692166).
12. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence and oral testimony when making my determinations.

The T1 Application

13. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
14. The rental unit is the main floor apartment. The Landlord lives in the lower unit.
15. The tenancy began on or around December 1, 2023.
16. The lawful rent is \$3,000.00.
17. The Tenant was removed from the unit on October 25, 2025 as a result of a domestic altercation which resulted in a police no-contact order.

The Tenant's Evidence

18. To summarize, the Tenant said that he negotiated the lease agreement with the support of a real estate agent. On November 14, 2023, he paid to the Landlord \$12,000.00 CAD by way of a bank draft.
19. The Tenant asserts that he was the contractual Tenant under the lease agreement. While he indicated his spouse and minor children on the lease agreement, he was the only person who signed the agreement. He said it was an administrative error to include them as Tenants and not occupants on the lease agreement.
20. On October 25, 2025, the Tenant acknowledged that he was removed from the unit by police and a no-contact order was issued by the police. His spouse and children remain in the unit.
21. On October 25, 2025, the Tenant sent an email to the Landlord stating he was "temporarily unable to enter the property" and requested a return of \$12,000.00 paid to the Landlord as a deposit. The Tenant has followed up on this request multiple times.
22. The Tenant asserts that he is entitled to receive the entirety of the deposit.

The Landlord's Evidence

23. The Landlord does not dispute that he is holding a deposit, voluntarily offered by the Tenant for the last three months of the tenancy. I understood this to mean, the Landlord is holding \$9,000.00 to be applied to the last three months of the tenancy upon notice to end the tenancy.
24. The Landlord said that the Tenant sent an email on October 6, 2025 where the Tenant said that he would be moving out but the Tenant did not provide a move out date. He understood the Tenant intended to end the tenancy, but never provided a tenant's N9 Notice to Terminate the tenancy and the Landlord and Tenant never entered into an agreement to terminate the tenancy.
25. The Tenant was removed from the unit on October 25, 2025, as a result of a domestic situation that resulted in a no contact order for the Tenant's spouse and the Landlord.

26. The Landlord said that the Ontario Court of Justice order provides that the Tenant is permitted to make arrangements to attend the rental unit, with a uniformed police officer to retrieve his possessions but has not done so.
27. Additionally on February 11, 2026, a bailiff officer attended the rental unit, looking for the Tenant as the Tenant had not provided authorities with any change of address information.
28. The Landlord believed it was right and just to allow the Tenant's spouse and family to continue living in the unit. He believes as a spouse, she should be permitted to continue the tenancy.
29. At this point, the parties were provided with opportunity to provide submissions related to the definition of spouse as it relates to this tenancy.
30. The Tenant maintains the position that the tenancy agreement was only between himself and the Landlord.

Law and Analysis

The Tenancy Agreement

31. Based on the evidence before the Board and on a balance of probabilities, I find that the tenancy agreement was entered into between the Tenant and the Landlord. The Tenant's family members are occupants of the rental unit.
32. In making this finding I considered various communications prior to the execution of the lease agreement.
33. The rental application, December 1 2023 identifies the Tenant as the sole applicant and lists his family as the occupants.
34. The November 13, 2023 signed, Agreement to Lease is between the Tenant and the Landlord.
35. While the November 29, 2023 lease agreement identifies the Tenant's family as Tenants, it is signed only by the Tenant. I accept that the Tenant made an administrative error when his family were included as Tenants rather than occupants.
36. Further, I also considered the Landlord's acknowledgment in communications with the Tenant, that the lease was negotiated between the Tenant and the Landlord, not with his spouse.
37. Having found the lease agreement was between the Tenant and the Landlord, I turned my mind to the definition and rights of a spouse.
38. Subsection 2(1) of the Act defines "tenant", in part, as follows:

"tenant" includes a person who pays rent in return for the right to occupy a rental unit and includes the tenant's heirs, assigns and personal representatives"

39. In this case, while, the Tenant's spouse lived in the rental unit, she did so as an occupant.
40. Subsection 3(2) of O. Reg. 516/06 under the Act provides that, subject to several exceptions, a spouse whose primary residence is the rental unit but who hasn't signed the leased is considered a "tenant" under s. 2(1) of the RTA if the tenant vacates a rental unit without giving a notice of termination under the Act and without entering into an agreement to terminate the tenancy.
41. The relevant section of O. Reg. 516/06 has been outlined below with respect to the definition of "tenant":

3.(2) If a tenant vacates a rental unit without giving a notice of termination under the Act and without entering into an agreement to terminate the tenancy, and the rental unit is the principal residence of the spouse of that tenant, the spouse is included in the definition of "tenant" in subsection 2 (1) of the Act.

(3) Subsection (2) does not apply if any one or more of the following criteria are satisfied:

1. The rental unit is in a building containing not more than three residential units and the landlord resides in the building.

42. There is no dispute that the residential complex consists of two units and the Landlord resides in the building.
43. This means that in this circumstance, the Tenant's spouse does not meet the definition of tenant in s. 3(2) of O. Reg. 516/06.

Did the Tenant Give Notice to Vacate

44. Overall, both the Tenant and the Landlord gave conflicting and contradictory evidence on this issue.
45. The Tenant asserts that he both gave notice to the Landlord to end the tenancy but also claims he "temporarily" unable to use the property. His possessions remain in the unit; he did not arrange for a one-time visit with the police to retrieve his possessions.
46. On the other hand, the Landlord said the Tenant gave notice to vacate but no date was provided and his possessions remained at the unit and the Tenant provided no change of address to the authorities.
47. Section 37 of the *Residential Tenancies Act, 2006* (the 'Act') states that a tenancy can only be terminated in accordance with the Act. According to section 37, a tenancy can be lawfully terminated by a notice of termination, agreement to terminate or an order issued by the LTB.
48. In the present situation, the Tenant did not provide a valid notice of termination which complies which section 44(4) of the Act. That provision states:

Period of notice, tenancy for fixed term:

(4) A notice under section 47, 58 or 144 to terminate a tenancy for a fixed term shall be given at least 60 days before the expiration date specified in the tenancy agreement, to be effective on that expiration date. 2006, c. 17, s. 44 (4).

49. Based on the evidence and on a balance of probabilities, I find the tenancy was not lawfully terminated. The Tenant may have expressed an intention to move but provided no move out date to the Landlord. While he may have been prohibited from attending the unit as a result of the October 25, 2025 incident, this did not terminate the tenancy. Further, the Tenant did not return his keys to the Landlord and his possessions were not retrieved. While the Tenant may not reside at the rental unit, the Tenant has not terminated his tenancy.

50. As the tenancy is ongoing, the Landlord is entitled to continue to retain the Tenant's rent deposit and the pre-paid rent intended for the last three months of this tenancy. Therefore, I find that the Tenant has failed to meet the burden of proving that the Landlord has collected or retained money illegally. The application is dismissed.

51. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant's application is dismissed.

April 22, 2026
Date Issued

Dana Wren
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.