



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-096545-25

In the matter of: 229, 681 YONGE ST
BARRIE ON L9J0K1

Between: MAKSYM HROM Tenants
OLHA HROM

And

Jananan Ranjithan Landlord

MAKSYM HROM and OLHA HROM (the 'Tenants') applied for an order determining that Jananan Ranjithan (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 20, 2026.

Only the Tenant Maksym Hrom on behalf of both Tenants attended the hearing.

As of 9:59 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 to the Tenants \$4250.00 in monies illegally obtained and retained together with interest accrued thereon; as well as, the \$150.00 key deposit paid by the Tenants together with the filing fee.
2. The Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act'). In accordance with sections 105-106 of the Act, the only deposit the Landlord can collect is an amount equal to one month's rent. The Tenants paid first and last month's rent to the Landlord on September 27, 2023 totalling \$4250.00. A further \$4250.00 was requested by the Landlord and paid by the Tenant on September 29, 2023. Evidence of these payments was received as Exhibit 1 (DOC7273510), in particular the documents evidencing the transactions is found at pages 2 and 4 of the Exhibit.
3. The Landlord never revealed to the Tenants the purpose of the additional deposit charge but it may have been an extra and entirely illegal security charge.

4. The tenancy ended on October 5, 2025. The Tenants paid the rent in full every month. In fact, they even paid the rent for October although they did not stay in the unit for the entire month. Clearly, the Landlord did not apply the second \$4250.00 illegally obtained to any month of rent.
5. The Tenant advised the Landlord of the termination of the tenancy on August 31, 2025 and the Landlord accepted the termination as evidenced by Exhibit 2 (DOC6798236) which contains the correspondence between the parties discussing the termination. The last month's rent deposit was used for the last month of the tenancy.
6. The Landlord has also failed to pay the Tenants interest on the deposit, as required by s. 106(6) of the Act.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$4,554.25. This amount represents:
 - \$4,250.00 for the illegal charge collected.
 - \$106.25 for interest on the last month's rent deposit.
 - \$150.00 for the key deposit
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by May 3, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by May 3, 2026, the Landlord will owe interest. This will be simple interest calculated from May 4, 2026 at 4.00% annually on the balance outstanding.

April 22, 2026
Date Issued

Christina Budweth
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.