



Order under Section 135 Residential Tenancies Act, 2006

Citation: Jain v Percy Ellis Holdings, 2026 ONLTB 31140

Date: 2026-04-29

File Number: LTB-T-090175-25

In the matter of: 6-B, 1557 BLOOR ST W
TORONTO ON M6P1A5

Between: Indigo Jain Tenant

And

Percy Ellis Holdings Landlord

Indigo Jain (the 'Tenant') applied for an order determining that Percy Ellis Holdings (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 14, 2026.

Only the Tenant attended the hearing.

As of 10:25 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 return the rent deposit of \$1,495.00.
2. It was the uncontested evidence of the Tenant that on April 2, 2025, he signed a tenancy agreement with the Landlord commencing on June 1, 2025 and ending on May 31, 2026. The Tenant provided the Landlord with a first and last month's rent deposit totalling \$2,990.00. The Tenant took possession of the rental unit on June 1, 2025.
3. Sometime in June 2025, the Landlord provided the Tenant with their consent to assign the lease to Kelvin Guo.
4. The Tenant vacated the rental unit on June 30, 2025. He submits the Landlord has refused to return his last month's rent deposit.

5. The Landlord did not attend the hearing to provide any direct evidence. The Landlord's property manager, Fern Potoski ('FP'), filed with the LTB a declaration dated October 29, 2025. In the declaration, FP explains that the Tenant's last month's rent deposit is being withheld because the assignee only provided a first month's rent deposit.
6. The Tenant admitted into evidence an email from the assignee dated December 3, 2025 wherein the assignee confirms that he paid the Landlord a first and last month's deposit on June 27, 2025.
7. I am satisfied the Tenant assigned the rental unit to the assignee on July 1, 2025 and that the assignee provided the Landlord with a last month's rent deposit. As such, the Landlord was obligated to return the last month's rent deposit to the Tenant. The Landlord shall therefore be ordered to pay the Tenant \$1,495.00.
8. The Tenant incurred costs of \$48.00 for the application filing fee and is entitled to reimbursement of these costs.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is: \$1,543.00 This amount represents:
 - \$1,495.00 for the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 8, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 8, 2026, the Landlord will owe interest. This will be simple interest calculated from May 9, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 29, 2026
Date Issued

Vanessa Davies
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.