



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-108453-25

In the matter of: 4, 108 GRANDVILLE AVE
YORK ON M6N 4V2

Between: Shehan Nadeesha Bhavan Tenant

And

Philip De Blasi Landlord

Shehan Nadeesha Bhavan (the 'Tenant') applied for an order determining that Philip De Blasi (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 27, 2026.

Only the Tenant attended the hearing.

As of 9:25am, 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:

Attempts by the Tenant to Notify the Landlord about the Hearing

1. The Tenant, Shehan Nadeesha Bhavan ('SNB') testified that prior to filing the application he hired a legal representative to send a letter to the Landlord to engage the Landlord in a discussion regarding the deposit. Further, SNB stated that his legal representative sent multiple letters to the Landlord and realtor who both refused to engage in the process. SNB also hand delivered documents, as well as calling the Landlord and the Landlord's realtor to speak about the process and the Landlord and Tenant Board process, all without success.

T1 Application

2. As explained below, the Tenant has proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$3,698.00 for the illegal retention of the first and last months deposit and the filing fee.

3. The Application before the Landlord and Tenant Board is pursuant to subsection 135(1) of the *Residential Tenancies Act, 2006* (the 'Act') states:

A tenant or former tenant of a rental unit may apply to the Board for an order that the landlord, superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act or the Tenant Protection Act, 1997.

4. Subsection 135(2) of the Act states:

A prospective tenant may apply to the Board for an order under subsection (1).

5. On May 20, 2025, SNB entered into a tenancy agreement (DOC-7043451) with respect to this rental unit. On May 21, 2025, SNB paid \$3,650.00 to the Landlord as a rent deposit (DOC-7043456) and the tenancy was to commence on August 1, 2025.
6. In or about the beginning of June 2025, SNB's realtor, Surosh Rahimi ('SR') inquired about the SNB's visa status. SNB advised that his work permit had expired on March 31, 2025, as such, he had 'implied status' while waiting for his renewal. Further, he outlined that he had a letter from the Immigration Refugee and Citizenship Canada which outlined his status.
7. SNB submits that the Landlord terminated the Lease Agreement as they did not want to rent to temporary residents and they would only rent to permanent residents or Canadian citizens, as a result the Landlord wished to terminate the tenancy agreement.
8. SNB testified that he was not provided keys to the rental unit, nor did he move into the rental unit.
9. Subsection 107(1) of the Act states: "A landlord shall repay the amount received as a rent deposit in respect of a rental unit if vacant possession of the rental unit is not given to the prospective tenant."
10. SNB remained a prospective tenant until such time that his tenancy commenced, and he was entitled to occupy the rental unit. Because SNB's tenancy never commenced, the Landlord was not entitled to retain the \$3,650.00 rent deposit paid by SNB as a prospective tenant.
11. Upon SNB's inquiry to SR regarding the return of his deposit, he was informed that the Landlord would retain the deposit but would not be seeking additional rent for the remainder of the term of the tenancy.
12. Based on the uncontested evidence and submissions before me, I find that the Tenant has established, on a balance of probabilities, that the parties entered into a tenancy agreement which was to commence on August 1, 2025. As a result of the tenancy agreement, the Tenant provided a deposit to the Landlord. The Landlord unilaterally terminated the tenancy agreement and then failed to return that deposit. This is prohibited by s.107(1) of the Act. As such, the Landlord owes the (prospective) Tenant the illegally retained rent deposit in the amount of \$3,650.00.

Mutual Full and Final Release

13. SNB referenced a document dated June 25, 2025 at 1:07pm (DOC-704352) which included a message from SR which stated "Hi Shehan, As discussed, the landlord has decided to keep the deposit in full. Their reasoning is that they didn't collect any rent since our agreement was finalized in May. And their plan was that you'd move in. I spoke with my office as well, and this is a decent case scenario for you as they are terminating the agreement completely without requesting for additional pay. And for your information, I won't be receiving any commission from the deposit you made to the landlord. Since the agreement is being terminated. Please sign the mutual release and I'll forward finalized a copy to them. Best, Surosh".
14. SNB testified that he relied on SR's knowledge regarding real estate matters and was concerned that he would be responsible to make the rental payments for the remainder of the term. SNB was (DOC-7043454) which is signed by SNB, the Landlord and individuals identified as the Listing and Co-Operative Brokerages, Brokers of Record, this document specifies that the Agreement to Lease and the transaction relating to the Agreement to Lease being terminated.
15. The Act is clear that you cannot contract outside of the Act. Subsection 3(1) states:

Application of Act

3 (1) This Act, except Part V.1, applies with respect to rental units in residential complexes, despite any other Act and despite any agreement or waiver to the contrary. 2013, c. 3, s. 22 (1).

16. Therefore, the fact that the Tenant signed the "Full and Final Release" does not excuse the Landlord from their obligation to comply with the Act, including their obligation under s.107(1) of the Act to repay the rent deposit paid by the Tenant as the Landlord failed to provide the Tenant with vacant possession of the rental unit.
17. The Tenant incurred costs of \$53.00 for filing the application and is entitled to reimbursement of those costs.
18. All reasons for the determinations set out in this order are contained herein. No further reasons will be provided.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$3,698.00. This amount represents:
 - a. \$3,650.00 for the deposit; and,
 - b. \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 16, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 16, 2026, the Landlord will owe interest. This will be simple interest calculated from May 17, 2026 at 4.00% annually on the balance outstanding.

May 5, 2026
Date Issued

Angela Smith
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.