



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-005201-26

In the matter of: 1202, 177 REDPATH AVE
TORONTO ON M4P2W3

Between: Aashish Vinodkumar Gokalgandhi Tenant

And

Sky Residence Inc. Landlord

Aashish Vinodkumar Gokalgandhi (the 'Tenant') applied for an order determining that Sky Residence Inc. (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 9, 2026.

Only the Tenant 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 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 Tenant \$726.00.

Illegal rent collected

2. The Tenant testified that the tenancy commenced on August 1, 2025, and terminated on December 31, 2025. The Tenant paid a last month's rent ("LMR") deposit of \$930.00 on August 1, 2025 (Document #7203121), and a key deposit of \$600.00 on July 28, 2025 (Document #7203118), both by Interac e-transfer.
3. The Landlord requested that the Tenant sign an N11 Agreement to Terminate the Tenancy (Document #7202904), which the Tenant did. The Tenant agreed that the Landlord could deduct \$150.00 from the key deposit for cleaning at the end of the tenancy. At the conclusion of the tenancy, the Landlord refunded only \$702.00 to the Tenant and retained \$678.00. The Tenant submits that the retained \$678.00 represents a portion of the last month's rent deposit and was not properly applied.

4. The Tenant testified that rent for December 2025 was paid in full and therefore the LMR deposit was not required to cover that month. The Tenant relies on an email from the Landlord (Document #7203072) indicating that the Landlord retained the funds due to alleged bed bug issues.
5. The Tenant seeks the return of the withheld \$678.00 and the filing fee of \$48.00.

Analysis

6. Section 106(10) of the Residential Tenancies Act, 2006 provides that a landlord may only apply a last month's rent deposit to rent for the last month of the tenancy. The uncontested evidence before the Board is that the Tenant paid rent for December 2025. As a result, the LMR deposit was not required to satisfy any rental arrears.
7. The Act does not permit a landlord to retain a last month's rent deposit for damages, cleaning, pest control, or any purpose other than payment of rent. While the Tenant consented to a \$150.00 deduction from the key deposit for cleaning, there is no evidence that the Tenant agreed to any further deductions.
8. The Landlord's retention of \$678.00 based on alleged bed bug issues is not permitted under the Act. Claims for damages must be pursued through a separate application to the Board. As such, the Board finds that the Landlord has improperly withheld \$678.00 from the Tenant.
9. The Tenant is therefore entitled to the return of \$678.00.
10. The Tenant is also entitled to reimbursement of the \$48.00 filing fee.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$726.00. This amount represents:
 - \$678.00 for excess rent collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 15, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 15, 2026, the Landlord will owe interest. This will be simple interest calculated from May 16, 2026, at 4.00% annually on the balance outstanding.

May 4, 2026
Date Issued

Nathan Korenberg
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.