



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-101033-25

In the matter of: 27 PETCH AVE
CALEDON ON L7C4J6

Between: Savreet Kaur Tenant

And

Balour Pandher Landlord

Savreet Kaur (the 'Tenant') applied for an order determining that Balour Pandher (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 30, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application must be dismissed.
2. This is an application in which the named Tenant is seeking the return of their deposit in the amount of \$1,300.00 which was provided to the Landlord for purposes of being used to secure the rental unit and also to be applied as the rent for the first month of the tenancy.
3. The Tenant and Landlord had an agreement in which the Tenant would pay the Landlord the sum of \$1,300.00 to be applied as the first month's rent for the period of December 1, 2025. The parties also agreed to execute a copy of the lease agreement at the time of the Tenant providing her last month's rent deposit prior to taking occupancy.
4. The Tenant paid the Landlord the sum of \$1,300.00 on November 19, 2025.
5. On November 21, 2025, the Tenant notified the Landlord that her personal circumstances changed and that she was no longer interested in occupying the rental unit. She demanded the return of her rent payment/deposit in the amount of \$1,300.00.

6. The Tenant did not sign a lease agreement, nor did the Tenant receive a copy of the unit keys. The Tenant also never occupied the rental unit. The Tenant did agree that the reason for the lease not being signed, and the keys not being provided to her were based on her decision not to occupy the rental unit. Had she wanted to move forward the Landlord was not opposed to going ahead with the agreement. The Tenant also agreed that the decision not to occupy the unit was based on the Tenant's circumstances and her decision had nothing to do with the Landlord or rental unit.
7. The Tenant sought the return of her deposit in the amount of \$1,300.00. She believed that she was entitled to the return of this money because she'd never signed a lease agreement, never received the unit keys, and never occupied the unit.
8. The Landlord confirmed receiving the payment in the amount of \$1,300.00 from the Tenant on November 19, 2025. The Landlord also confirmed that this payment was to be applied towards the first month's rent. The Landlord also confirmed that the lease was to be signed prior to the Tenant taking occupancy, and at the time of her last month's rent deposit being paid to the Landlord.
9. The Landlord testified that he had the unit advertised online and that he removed the advertisement when he received the \$1,300.00 from the Tenant. He also testified to reposting the advertisement immediately after being notified by the Tenant that she no longer wished to occupy the unit. The Landlord confirmed that the date the Tenant notified him she would no longer occupy the unit was November 21, 2025. The tenancy commencement date was December 1, 2025.
10. The Landlord testified that he was unable to re-rent the unit until recently, and that the unit has now been re-rented for May 1, 2026. The Landlord's evidence was limited to his verbal testimony.
11. Based on the evidence of the parties, I am satisfied that the parties had a meeting of minds, in which an implied tenancy was created by virtue of the parties' actions. This includes the Tenant making the payment to the Landlord and acceptance of said payment by the Landlord. The parties also agreed on a term for the tenancy, a monthly rental rate, and confirmed the specific unit or room to be occupied by the Tenant. I find this to be sufficient to meet that of an implied tenancy agreement.
12. Despite the Landlord not filing any evidence to support their efforts to mitigate their damages and re-rent the unit. I am satisfied that the Landlord was unable to re-rent the unit for the month of December 1, 2025, being the period to which the Landlord applied said payment made by the Tenant. I am not satisfied that the nine-day notice provided by the Tenant would have allowed the Landlord sufficient time to mitigate his damages. Therefore, I find that the Landlord did not collect a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act'), and that the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

It is ordered that:

1. The application is dismissed.

May 5, 2026

Date Issued

Ilan Shingait

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.