



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-086218-25

In the matter of: 708, 2067 PROSPECT ST
BURLINGTON ON L7R1Z3

Between: Shiva Naga Prakash Bhuvanagiri Tenants
Ravali Maddulapalli

And

BENSTAR (No. 3) Limited Partnership Landlord

Shiva Naga Prakash Bhuvanagiri and Ravali Maddulapalli (the 'Tenants') applied for an order determining that BENSTAR (No. 3) Limited Partnership (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 8, 2026. Only the Tenants attended the hearing.

As of 9:58 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 Tenants' evidence.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Illegal rent collected

2. Shiva Naga Prakash Bhuvanagiri ('SNPB'), testified on behalf of the Tenants. In essence, it was SNPB's evidence that the Landlord collected rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act') as the Tenants were charged for a month's rent that was supposed to be free. A summary of SNPB's evidence is as follows:
 - In March 2023, SNPB spoke with the leasing agent for the Landlord, Nelson Hosack ('NH'), on the phone about renting a unit in the building.
 - SNPB recorded the telephone conversation with NH and, during this conversation, NH stated that the Landlord was still offering a promotion, which was one-month free rent.

- The Tenants decided to lease the rental unit, and the lease signing was done with NH.
- SNPM assumed that the last month's rent was free because the Landlord did not collect a last month's rent deposit.
- The Tenants moved into the rental unit on April 1, 2023 and intended to move out on October 31, 2025. However, after they cancelled their pre-authorized rent payments, the Tenants received an over-due notice from the Landlord regarding the October 2025 rent and were told that there was no free last month's rent.
- This affected the Tenants plans to move as they did not expect to have to pay the October 2025 rent.
- The Tenants ultimately vacated the rental unit on December 31, 2025.
- The recording of the telephone call and a copy of the lease agreement were tendered as evidence.

Analysis

3. Based on the evidence and submissions provided, I find that there is insufficient evidence to conclude that the Landlord collected rent in excess of the amount allowed by the Act. In this regard, while I accept that the Landlord was offering a promotion at the time to attract new tenants, there was no evidence to suggest that one-month free rent was a negotiated term between the parties that was agreed to, nor was it mentioned anywhere in the lease agreement.
4. The telephone conversation that was tendered as evidence was a general call during which SNPB expressed interest in the rental unit and sought general information about the rental unit and the application process. At no time during the conversation was there an oral agreement reached regarding entering into a tenancy or the terms of the tenancy.
5. It was SNPB's own evidence that he assumed that the one-month free rent was the last month's rent because no rent deposit was required. SNPB also admitted that he did not clarify this with NH during the lease signing.
6. For these reasons, the Tenants' application must be dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

May 7, 2026
Date Issued

Rachel Gibbons
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.