



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-104438-25

In the matter of: 67 Douglas Brown Way
Arnprior On K7S0H9

Between: Subhadyuti Chanda Tenant
Anindita Nandi

And

Ed Lee Landlord
1000057963 Ontario Inc

Subhadyuti Chanda and Anindita Nandi (the 'Tenant') applied for an order determining that Ed Lee and 1000057963 Ontario Inc (the 'Landlord') collected or retained money illegally.

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

The Tenant and two Landlord agents, Ed Lee and Sue Lee attended the hearing.

Preliminary:

Evidence disclosure not met

1. Both the Tenant and the Landlord stated that both had filed their evidence with the Board in accordance with the Board's Rules of Procedure, however, neither party had provided disclosure on each other.
2. Both the Tenant and the Landlord stated that each had accessed the portal file and reviewed each other's evidence.
3. After considering the submissions from both parties I offered the parties and opportunity to stand down and allow each time to review the evidence.
4. Both the Tenant and the Landlord indicated that each other evidence package was not excessive and both had time to properly prepare.

5. I am satisfied that both the Tenant and the Landlord had an opportunity to review each other's evidence although not disclosed in accordance with the Board's Rules of Procedure.
6. I see no prejudice to either party given both declined the opportunity to stand down to review evidence.
7. Section 183 of the *Residential Tenancies Act*, 2006 (the "Act") states:

Expeditious procedures

183 The Board shall adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter. 2006, c. 17, s. 183.

8. Given both parties consented to proceed and in accordance with section 183 the hearing proceeded.

Determinations:

9. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
10. The rental unit is a detached family house.
11. The tenancy began on September 15, 2022 for a fixed term ending on September 14, 2023. The Tenant vacated the rental unit on August 14, 2025 in accordance with the *Residential Tenancies Act*, 2006 (the "Act").

Illegal charge

Tenant evidence

12. The Tenant's position is the Landlord collected an illegal charge by charging the Tenant for the rental of the hot water heater.
13. The Tenant filed evidence with the Board (DOC-6964007) to support his claim. The package contains the tenancy agreement between the Tenant and the Landlord.
14. The Tenant stated that he lived in Edmonton and was moving to Ontario for his employment. The Tenant found the Landlord's listing and made a trip to Ontario to attend the rental unit for inspection.
15. After viewing the rental unit the Tenant and the Landlord signed the tenancy agreement and the Tenant provided the Landlord with a deposit.

16. The Landlord then sent the Tenant a “welcome” email on August 28, 2022 and indicated in the email that the rental of the hot water heater would also be required to be put in the Tenant’s name and paid for by the Tenant.
17. The Tenant stated the Landlord had informed him it was common practice in Ontario for the Tenant to pay this charge.
18. The Tenant stated that he had signed the tenancy agreement and made plans to move from Edmonton to Ontario and at the time agreed just to absorb the charge.
19. The Tenant stated that it was only later well into the tenancy that he was made aware that he may not be responsible for the cost of the rental of the hot water heater.
20. After checking the tenancy agreement, the Tenant realized that the Landlord had not identified the rental of the hot water heater charge in the tenancy agreement under section 6 “Services and Utilities” where the Landlord had the option to include “Other” as a charge for the hot rental of the hot water heater.
21. The Tenant submits that the Landlord had checked off electricity, heat and water in the utilities the Tenant was responsible for, but because the Landlord did not include the rental of the hot water heater under “Other” in the tenancy agreement the Landlord should be responsible for this cost.
22. The Tenant submitted his payment history indicating the Tenant had paid for the rental of the hot water heater for the duration of the tenancy in the total amount of \$1,675.90.

Landlord evidence

23. The Landlord’s position is the Tenant was aware of his obligation to pay for the rental of the hot water heater.
24. The Landlord stated that they included this in the rental unit advertisement and in the “welcome” email.
25. The Landlord stated that the Tenant willingly put the rental of the hot water heater in his name and paid for the charge through the entire tenancy and did not raise this issue with the Landlord.
26. The Landlord’s position is that the Tenant should be responsible for the charge.
27. The Act and Analysis
28. The Act defines “utilities” heat, electricity and water.
29. I find that the Landlords have been illegally charging the Tenant for the rental of the hot water heater for the reasons that follow.
30. The rental of the hot water heater charge is not a utility as defined by the Act.

31. It is an appliance required to heat the water. Supply of hot water is a landlord's obligation. Pursuant to subsection 29(1)2 of the *Residential Tenancies Act, 2006* (the 'Act'), a tenant is entitled to apply to the Board for an order that their landlord is prohibited from withholding the "reasonable supply of any vital service" such as hot water. As a required appliance that was supplied to the Tenant as part of his initial lease agreement, the Landlords were prohibited from charging the Tenant for supply of this appliance.
32. In the alternative, even if I have erred in my finding above the Landlord failed to identify this cost to be paid by the Tenant in the tenancy agreement.
33. The Landlord relies on their advertisement as notice to the Tenant that he is responsible for the rental of the hot water heater, however this is not indicated in the tenancy agreement.
34. A tenancy agreement is a binding contract between a landlord and a tenant. It serves to define the legal relationship between a landlord and tenant and the rights, responsibilities, and limits for both parties.
35. In the absence of a clause in the tenancy agreement or where a clause may be deemed to be vague, the clause considered to be ambiguous should be interpreted against the interests of the party that included this term.
36. In this case it is the Landlord who authored the tenancy agreement and neglected to include the rental of the hot water heater as a charge the Tenant is responsible for.
37. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Tenant has proved the allegation the Landlord has collected an illegal charge.
38. I am satisfied the Tenant has proved the amount he paid for the illegal charge in the amount of \$1,675.90.
39. Therefore, this portion of the Tenant's application is granted.

Interest on last months rent deposit owing

40. The Landlord failed to pay the Tenant interest on the last month's rent deposit, as required by the *Residential Tenancies Act, 2006* (the 'Act').
41. The Landlord does not dispute that interest on the last months rent deposit was not paid to the Tenant.
42. The Landlord collected a last months rent deposit from the Tenant on August 28, 2022 in the amount of \$2,600.00.
43. Interest owing the Tenant from August 28, 2022 up to August 14, 2025 is \$181.73.
44. With the totality of the evidence and submissions before me I find the Landlord owes the Tenant \$181.73 in interest on the last months rent deposit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,910.63. This amount represents:
 - \$1,675.90 for the illegal charge collected.
 - \$181.73 for interest on the last month's rent deposit.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 18, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 18, 2026, the Landlord will owe interest. This will be simple interest calculated from May 19, 2026 at 4.00% annually on the balance outstanding.

May 7, 2026
Date Issued

Greg Brocanier
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.