



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-066441-25 &
LTB-L-086350-25

In the matter of: 333 RIDGE RD W
GRIMSBY ON L3M4E7

Between: Jonathan dichiara Tenant
Paola dichiara

And

Amanveer Singh Landlord
Tejpal Sekhon

Jonathan dichiara and Paola dichiara (the 'Tenant') applied for an order determining that Amanveer Singh and Tejpal Sekhon (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 12, 2026 and May 5, 2026.

The Landlord's Legal Representative, Anthony Corso, the Landlord, the Tenant's Legal Representative, Joseph H. Kazubek, and the Tenant attended the hearing.

Determinations:

LTB-T-066441-25 (T1 Application)

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the lawful rent is \$2,500.00 monthly.
2. The parties do not dispute that a tenancy agreement was entered into on September 8, 2023.
3. What is being disputed is the rent increase after 12 months from \$2,500.00 per month, to \$2,700.00 per month.
4. The Landlord testified that Schedule B of the lease, which outlines the increase and the rent discount, was always apart of the lease agreement, and that the monthly rent would go from \$2,500.00 per month for the first year and would increase to \$2,700.00 per month, as the Tenant agreed to a rent discount for repairs and renovations being completed. The Landlord testified that it was presented and signed by the Tenant on September 8, 2023.

5. The Tenant testified that the Schedule B of the lease agreement was not a part of the original lease as the parties were in discussions about the renovations, and that the Schedule B was only signed when the Tenant attempted to pick up the keys and start moving into the rental property. They submitted that it was signed under duress, as he had nowhere else to move to. The Tenant testified that she verbally advised the Landlord that he did not want to sign the Schedule B, and the Landlord advised him they would deal with it at a later date.
6. The Tenant's position is that, when he executed the tenancy agreement, he understood that he would be paying \$2,500.00 per month for rent and, as this is what was outlined in the lease.
7. The Landlord's Legal Representative provided a copy of the lease, and the Schedule B attached, which within the lease it states under paragraph 7, there were no rent discounts being applied and that the base monthly rent was \$2,500.00. While I can appreciate there was a Schedule B, I also note within paragraph 7 of the lease, there is nothing to refer the parties to the Schedule B when it came to the rent discount, which creates ambiguity. Further, as the tenancy agreement was drafted by the Landlord, the legal principle of *contra proferentem* applies.
8. The legal principle of *contra proferentem* essentially means that an ambiguous provision in a written document is to be construed against the party who selected the language and/or drafted the document—in this case the Landlord. As stated above, in my view, the provisions of the tenancy agreement are not clear and unambiguous, and the monthly base rent clearly reflects in paragraph 7 of the lease agreement the monthly base rent is \$2,500.00, and not \$2,700.00 with a rent discount.
9. I am satisfied on a balance of probabilities that the Landlord collected rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act'). First, I am not satisfied that the arrangement indicated on the Schedule B constitutes a discount—it was not a temporary reduction in rent. Instead, it appeared to be an agreement by which the Tenants would perform certain upgrades, and the Landlord would reimburse them via rent credit.
10. Even if it were a lawful discount under the Act, I am not satisfied that the Tenants agreed to it. As noted above, I am satisfied that the parties agreed to a lawful rent of \$2500, which was reflected by the terms of the lease.
11. The Tenant provided proof of 3 \$2,700.00 payments made to the Landlord, 1 in February 2025, and 2 payments in April 2025—the Landlord will be ordered to return the \$600 that the unlawfully collected and retained from the Tenant. However, the Tenant did not provide any additional proof of any further overpayments made to the Landlord, and therefore I decline to find that the Landlord retained amounts beyond the \$600.00.

LTB-L-086350-25 (L1 Application)

12. The arrears claimed in the Landlord's N4 Notice of Termination were based on the Landlord's asserted monthly rent of \$2,700.00. Given my finding above that the lawful monthly rent was \$2,500.00, the N4 claimed more arrears than were owed by the Tenant. As a result, I find that the N4 is defective because it required the Tenant to pay more than what they owed to void it.

13. The Landlord's Legal Representative sought to proceed on the arrears only, and the Tenant's Legal Representative was agreeable to this.
14. As of the hearing date, the Tenant was still in possession of the rental unit.
15. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
16. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: $\$2,500.00 \times 12$, divided by 365 days.
17. The Tenant has paid \$7,500.00 to the Landlord since the application was filed.
18. The rent arrears owing to May 31, 2026 are \$18,100.00.
19. The Landlord collected a rent deposit of \$2,500.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
20. Interest on the rent deposit, in the amount of \$151.75 is owing to the Tenant for the period from November 1, 2023 to May 5, 2026.

It is ordered that:

1. The Tenant shall pay to the Landlord \$17,638.00. This amount includes rent arrears owing up to May 31, 2026 and the cost of the application, less \$600.00 for the excess rent collected, and less \$48.00 for the T1 filing fee.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 23, 2026 at 4.00% annually on the balance outstanding.

May 11, 2026
Date Issued

Samantha Greaves
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.