



Order under Section 135 Residential Tenancies Act, 2006

Citation: Singh v Tang, 2026 ONLTB 36393

Date: 2026-05-21

File Number: LTB-T-046127-25

In the matter of: 3336 Ivernia Rd.
Mississauga ON L4Y3E8

Between: Rajinderpal Singh Tenants
Satinderpal Singh

And

Lingqiao Tang Landlord

Rajinderpal Singh and Satinderpal Singh (the 'Tenants') applied for an order determining that Lingqiao Tang (the 'Landlord') collected or retained money illegally.

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

The Landlord and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must return the \$800 that the Landlord collected and retained.
2. The Tenants moved into the rental unit on August 31, 2024, at which time they paid first and last month's rent to the Landlord, along with an \$800 payment for a "security deposit".
3. The Landlord agrees that \$800 was collected from the Tenants on August 31, 2024, and the funds were retained as a "security deposit" for possible damages to the rental unit.
4. There is no provision of the *Residential Tenancies Act, 2006* (the 'Act') that would permit the Landlord to collect this kind of deposit.
5. Pursuant to s.105(1) of the Act, the only security deposit a landlord can collect is a deposit collected pursuant to s. 106.

6. As defined in the Act, a security deposit includes money, property or a right paid or given by, or on behalf of, a tenant of a rental unit to a landlord or to anyone on the landlord's behalf to be held by or for the account of the landlord as security for the performance of an obligation or the payment of a liability of the tenant or to be returned to the tenant upon the happening of a condition.
7. Section 106 says the only deposit that can be collected is a last month's rent deposit not to exceed one month's rent.
8. In this case, the parties agreed to terminate the tenancy on May 31, 2025, and the last month's rent deposit was applied to the final month of the tenancy. Therefore, the \$800 must be returned to the Tenants.
9. The Tenants are also seeking reimbursement of utility costs they paid for March, April, and May 2025. This application is brought under section 135 of the Act which provides that a tenant or former tenant may apply to the Board for an order that the landlord collected or retained money in contravention of the Act. Here, the Tenants are seeking money they paid directly to the utility company. Such costs cannot be considered under section 135.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$848.00. This amount represents:
 - \$800.00 for the illegal charge collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 1, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 1, 2026, the Landlord will owe interest. This will be simple interest calculated from June 2, 2026, at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 21, 2026
Date Issued

Heather Woodside
Member, Landlord and Tenant Board

Dawn Sullivan
Vice Chair, 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.