



Order under Section 135 Residential Tenancies Act, 2006

Citation: Khazanchi v Brar, 2026 ONLTB 39194

Date: 2026-05-21

File Number: LTB-T-096908-25

In the matter of: 2708, 3900 2708
Mississauga ON L5B0M3

Between: Bhuvan Khazanchi Tenant

And

Bobby Brar Landlords
Jasmin Gill

Bhuvan Khazanchi (the 'Tenant') applied for an order determining that Bobby Brar and Jasmin Gill (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on April 29, 2026.

The Landlords and the Tenant attended the hearing.

Jasmin Gill was added as a Landlord as she is also listed as a Landlord on the lease.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay the Tenant \$1,548.00.

Tenant's Evidence

2. The Tenant testified that he had to pay the Landlords a furniture deposit of \$1,500.00 before the Landlord would provide him with the keys to the unit.
3. The Tenant testified that he vacated the unit November 16, 2025, and the Landlord told him that he would receive the return of the deposit on November 17, 2025 at 12:00 pm.
4. The Tenant testified that the Landlord claimed that he caused damage to the unit and the furniture and then refused to return the deposit.

Landlord's Evidence

5. The Landlord Jasmin Gill (JG) testified that they did collect a furniture deposit in the amount of \$1,500.00 as they rented the Tenant a fully furnished condo.
6. JG further testified that the Tenant destroyed the condo and submitted pictures into evidence of the condo before the Tenant moved in and after the Tenant moved out, showing the damage and dirt left behind by the Tenant.
7. JG testified that they believed they were able to withhold the deposit because the Tenant was responsible for the damage he caused, which cost them over \$4,000.00 to clean and repair.
8. The Landlord Bobby Brar testified that he had initially told the Tenant he would return the deposit but upon inspection of the unit and finding the damage, the dirt and some missing items, he did not return it.

Analysis

9. It is uncontested that the Landlords requested a furniture deposit because they provided the Tenant a fully furnished condo. The deposit was collected for the purpose of ensuring the Tenant did not damage the furniture, so it meets the definition of a security deposit.
10. There is no provision of the *Residential Tenancies Act*, 2006 (the 'Act') that would permit the Landlords to collect his kind of deposit.
11. Section 105(1) of the *Residential Tenancies Act*, 2006 ('the Act') states:

The only security deposit that a landlord may collect is a rent deposit in accordance with section 106.

12. Section 106(2) of the *Act* states:

The amount of a rent deposit shall not be more than the lesser of the amount of rent for one rent period and the amount of rent for one month.

13. Section 134(1) of the *Act* states:

Unless otherwise prescribed, no Landlord shall, directly or indirectly, with respect to any rental unit,

(a) Collect or require or attempt to collect or require from a tenant, prospective tenant or former tenant of the rental unit a fee, premium, commission, bonus, penalty, key deposit, or other like amount of money whether or not the money is refundable.

14. This means that the Landlords are not entitled to collect a deposit with respect to the furniture and they collected a charge which is not allowed by the *Residential Tenancies*

Act, 2006 (the 'Act'). Therefore, the Landlord shall pay to the Tenant \$1,500.00 which represents the return of the illegal furniture deposit.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$1,548.00. This amount represents:
 - \$1,500.00 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 Landlords do 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 Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 21, 2026
Date Issued

Brenda Mercer
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.