



## **Order under Section 135 Residential Tenancies Act, 2006**

**Citation:** Ezenyem v Banga, 2026 ONLTB 39214

**Date:** 2026-05-15

**File Number:** LTB-T-097499-25

**In the matter of:** 714 PARTINGTON AVE  
WINDSOR ON N9B2N7

**Between:** Amarachukwu Ezenyem Tenant

**And**

Gantavya Banga Landlords  
Vardhaman Kothari

Amarachukwu Ezenyem (the 'Tenant') applied for an order determining that Gantavya Banga and Vardhaman Kothari (the 'Landlord') collected or retained money illegally.

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

Only the Tenant attended the hearing.

As of 9:29 am, the Landlords were 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 Tenant's evidence.

### **Determinations:**

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenant testified that he found a listing for the rental unit online, which was for a room for rent and the monthly rent was \$575.00 per month.
3. The Tenant testified that this was his first time renting and was unaware of the process of renting a unit.
4. The Tenant testified that he contacted the Landlord and based on the description in the ad, confirmed with the Landlord that he would rent the room. He further testified that he was not aware that he should have attended the complex to view the room before agreeing to rent it.

5. The Tenant testified that he asked the Landlord to accept the first month's rent and only \$250.00 of the last month rent as a deposit. He further testified that the Landlord agreed and the deposit totalling \$850.00 was sent to the Landlord on August 28, 2025, and the tenancy was to begin on September 1, 2025
6. The Tenant testified that he went to the unit on August 31, 2025, and found the residential complex to be dirty, with mold in the sink, smelly and was not like the ad had shown. He further testified that his room did not have a bed as was shown in the ad. A copy of the ad was submitted as evidence.
7. The Tenant testified that he asked the Landlord for his money to be returned but the Landlord refused and told him that the complex would be cleaned the following day. He further testified that the Landlord told him that he would return his deposit if he could find someone else to take the room.
8. The Tenant testified that he is sure the Landlord would have been able to find a new tenant but he was aware if the Landlord had or not.

## Analysis

9. Section 107(1) of the Act states:

A landlord shall repay the amount received as a rent deposit in respect of a rental unit if vacant possession of the rental unit is not given to the prospective tenant.

10. The proper interpretation of section 107(1) of the Act was addressed by the Court of Appeal in *Musilla v. Avcan Management Inc.*[1]:

[9] Applying the Ontario Court of Appeal's interpretation of s. 107(1) of the Act does not authorize a tenant to obtain the automatic return of a rent deposit where the landlord has done everything necessary to give the possession of the leased premises and the tenant has unilaterally repudiated the rental agreement.

[10] In particular, we agree with the following observation [at para. 22]:

When one looks at the words of s. 107(1), it is notable that the landlord is to return the deposit if vacant possession is "not given" to the prospective tenant. The words "not given" suggest that it is the refusal or inability of the landlord to provide the premises that triggers the obligation to return the deposit to the prospective tenant. In the present case, however, it was the tenant's action in refusing to take the unit that prevented her from taking possession, not any act of the landlord.

[11] This interpretation accords with common sense and fairness. To permit a tenant, who is legally obligated to take possession, to regain a rent deposit where the landlord has done everything it was required to do in order to give possession would render meaningless the concept of a rent deposit to secure the tenant's obligation to pay rent.

11. Based on the evidence before me, I find that the Landlord did provide vacant possession to the Tenant and the Tenant did not provide any evidence that the Landlord was able to rent the unit to another tenant. Therefore, I find the Landlord did not collect a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act') and the Tenant's application must be dismissed.

**It is ordered that:**

1. The Tenant's application is dismissed.

**May 15, 2026**  
**Date Issued**

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Brenda Mercer  
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.