



Order under Section 135 Residential Tenancies Act, 2006

Citation: Kaur v Uppal, 2026 ONLTB 39595

Date: 2026-05-19

File Number: LTB-T-106213-25

In the matter of: Basement, 23 Farringdon Cres
Brampton ON L7A4Z6

Between: Amarpreet Kaur
Baljinder Singh
Prospective Tenants

And

Sameer Uppal
Landlord

Amarpreet Kaur and Baljinder Singh (the 'Prospective Tenants') applied for an order determining that Sameer Uppal (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 22, 2026. The Landlord and the Prospective Tenants attended the hearing.

Determinations:

1. As explained below, the Prospective Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must compensate them in the amount of \$1,050.00 plus the filing fee.
2. On consent of the parties, the address of the rental unit is amended to reflect that it was the "basement" unit at the above address.
3. The application filed by the Prospective Tenants claims that the Landlord charged them \$2,250.00 in illegal rent, of which \$1,050.00 was still owing as of the hearing date.
4. Prospective Tenants are permitted to seek the return of illegally retained money pursuant to section 135(2) of the *Residential Tenancies Act, 2006* (the 'Act').
5. The parties agreed that the Prospective Tenants paid the Landlord \$2,250.00 on November 27, 2025. The applicants filed their application in time pursuant to section 135(4) of the Act by filing on December 16, 2025.
6. On a balance of probabilities, I find that the applicants were prospective tenants. This is because there was never a meeting of the minds between the parties as to what their lease would include.

7. In the hearing, the parties evidence differed greatly regarding what they had assumed the prospective tenancy agreement would include.
8. The applicants stated that after touring the unit they believed they had reached a verbal agreement to rent the unit as a household of five individuals. The terms were that they would pay \$2,250.00 per month, and that this sum would include a parking spot, and all utilities – with no restrictions on how often the Prospective Tenants could do laundry each week. The Prospective Tenants sent the Landlord a deposit of \$2,250.00 after viewing the unit and then received a “first draft” of a written lease.
9. The Landlord stated that he believed the verbal agreement reached was for a household of three individuals, and that after receiving the deposit he realized that five individuals intended to reside in the unit. This prompted the Landlord to send a “first draft” of the lease which limited the Prospective Tenants on how often they could do laundry. This “first draft” also made no mention of the applicants having use of a parking spot.
10. Neither party provided persuasive, corroborating evidence as to what the parties agreed to verbally. The terms of what they agreed to were never reduced to writing. Based on this lack of evidence I find that at the time of sending the Landlord a deposit of \$2,250.00 the applicants were prospective tenants, and the parties were still engaged in an initial negotiation phase regarding the terms of a lease.
11. Given that there was no meeting of the minds as to the terms of a tenancy, no contract was formed, and the Prospective Tenants were permitted to seek out different rental accommodations which could fulfill their needs. The Landlord cannot retain the \$2,250.00 provided as a deposit.

It is ordered that:

1. The total amount the Landlord shall pay the Prospective Tenants is \$1,098.00. This amount represents:
 - \$1,050.00 for excess rent collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Prospective Tenants the full amount owing by May 30, 2026.
3. If the Landlord does not pay the Prospective Tenants the full amount owing by May 30, 2026, the Landlord will owe interest. This will be simple interest calculated from May 31, 2026 at 4.00% annually on the balance outstanding.
4. The Prospective Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 19, 2026
Date Issued

Madeline Ntoukas
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.