



**Order under Section 21.2 of the Statutory Powers
Procedure Act and the
Residential Tenancies Act, 2006**

Citation: JIROUTOVA v MUNYAL, 2026 ONLTB 40839

Date: 2026-05-25

File Number: LTB-T-101756-25-RV

In the 6, 327 LAURIER AVE E
matter of: OTTAWA ON K1N6P8

Between: ANNA JIROUTOVA Tenant

And

DEEPAK MUNYAL Landlord

Review Order

ANNA JIROUTOVA (the 'Tenant') applied for an order determining that DEEPAK MUNYAL (the 'Landlord') collected or retained money illegally.

This application was resolved by order LTB-T-101756-25 issued on April 15, 2026 pursuant to a hearing held on March 30, 2026 attended by the Tenant, the Tenant's Representative, Brittany Colley and the Landlord. I note that there were also witnesses for the Landlord present, but they were not heard from during the hearing and are not identified in the order.

On May 11, 2026, the Landlord requested a review of the order.

A preliminary review of the review request was completed without a hearing. In determining this request, I reviewed the materials in the LTB's file as well as the audio recording for this hearing.

Determinations:

1. The Landlord submits that there was a serious error in the order or proceedings and the Landlord was unable to reasonably participate in the proceedings for a number of reasons. They can be summarized as follows:
 - a. The Landlord submits that the LTB did not have jurisdiction to hear this matter;
 - b. The Landlord submits that the Member did not properly accommodate the Landlord and this lack of accommodation resulted in an unfair hearing;
 - c. The Landlord submits that the Member refused to hear from the Landlord's witnesses and consider the Landlord's documentary evidence and this resulted in an unfair hearing;
 - d. The Landlord submits that the Member failed to provide adequate reasons for their decision in relation to the Landlord's efforts to minimize their losses; and
 - e. The Landlord submits that the Member misapprehended evidence and made incorrect findings of fact.

LTB's Jurisdiction

2. The Landlord submits that the LTB did not have jurisdiction to hear this matter as the Tenant chose not to move into the rental unit, rather than being prevented from doing so by the Landlord. The Landlord's position is that this means that no tenancy commenced, the Tenant remained a prospective tenant, and the LTB therefore does not have jurisdiction to hear the Tenant's application given the Landlord was not the party that refused occupation of the rental unit.

3. Section 13 of the *Residential Tenancies Act*, 2006 (the "Act") states:

"13 (1) The term or period of a tenancy begins on the day the tenant is entitled to occupy the rental unit under the tenancy agreement.

(2) A tenancy agreement takes effect when the tenant is entitled to occupy the rental unit, whether or not the tenant actually occupies it."

4. Under section 13 of the Act a tenancy actually commenced in this case on September 1, 2025 when the rental unit was made available to the Tenant to occupy. This would make the Tenant an actual tenant and not a prospective tenant, even though they did not actually occupy the rental unit.

5. In any event, section 135 of the Act states:

"135 (1) A tenant or former tenant of a rental unit may apply to the Board for an order that the landlord,

superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act or the Tenant Protection Act, 1997.

...

(2) A prospective tenant may apply to the Board for an order under subsection (1)."

6. The Landlord's assertion that the LTB does not have jurisdiction to hear applications regarding money collected or retained illegally in this scenario is incorrect. The Landlord's submissions appear to be based upon the phrasing in Reason 4 of the T1 Application as well as section 107(1) of the Act that both specifically refer to deposits being returned for prospective tenants where the Landlord has refused to provide vacant possession, but as noted above, that does not actually limit the LTB's jurisdiction in this scenario.
7. Part of the Landlord's confusion in this regard may be as the Tenant only checked off Reason 4 in their T1 application and this application may have been more appropriately brought under Reason 2. The Member does not address this in their order. This may constitute an error, but I find that error does not constitute a serious error for the reasons below.
8. I have listened to the recording for this hearing. While the application only reflects an application under Reason 4 and provides only a total of \$1,690.00 being sought in the

application itself, at the outset of the hearing (Recording Time Stamp 3:11:00- 3:14:10) it is clearly outlined that Tenant is seeking a return of a first and last month's rent deposit, being each \$795.00, and a key deposit of \$100.00, that the parties agree these amounts were paid, that no keys were exchanged, that the Tenant never occupied the rental unit, and that the deposit was not returned. The parties agree that the issues to be determined are why the Tenant never occupied the rental unit, and should the deposit be returned. No objection is made to proceeding on this basis.

9. I find therefore that the Landlord was aware of the issues to be determined in the application and had an opportunity to provide evidence and submissions in relation to those issues. The Landlord was therefore provided procedural fairness in this respect.
10. Further, given the LTB has jurisdiction, and the issues to be addressed were clear in the hearing and were addressed by the hearing and the order, I find that proceeding with the hearing and addressing these issues does not constitute a serious error. This is particularly the case as the issues subject of this application remain within the limitation period. If the Member had instead decided that the application contained a procedural flaw on this basis and instead dismissed the application, those same issues could have been re-filed the day of the hearing and addressed in a substantially identical hearing on an alternative date.

Accommodation/Ability to Reasonably Participate in the Hearing

11. The Landlord submits that the Member did not properly accommodate him during the hearing. The Landlord suffers from a severe visual impairment that makes it difficult to read small text on the screen and to focus and follow along for long periods of time. The Landlord previously requested accommodations from the LTB regarding this disability. The accommodation decisions related to this request are contained in a Member Endorsement issued on March 13, 2026. Some of the relevant excerpts from this decision include:

*“In addition, during any hearing, the LTB is required to provide a hearing that is procedurally fair and responsive to accommodation needs raised by a party. **If the Landlord has any concerns with respect to the management of the hearing these should be brought to the attention of the presiding adjudicator at the start of the hearing and when they arise during the hearing. For example, the Landlord may ask the presiding adjudicator: for longer and more frequent breaks, for more time to present evidence and make submissions, and to direct the hearing participants: to speak more slowly or to repeat their statements and to not talk over each other if this may help address the Landlord’s accommodation needs.** Moreover, the presiding adjudicator may make further orders if they are of the view that the circumstances do not permit for a fair hearing.*

...

1) The Landlord's request to change the format of the hearing from electronic to in-person is denied.

2) The Landlord's requests for extra time and breaks during the hearing are deferred to the hearing where these can be brought to the attention of the presiding adjudicator at the start of the hearing and when they arise during the hearing.

3) LTB staff are directed to provide the Landlord with documents using 18-font print.

4) If the Landlord requires additional accommodation to participate in the hearing, they are directed to contact the LTB as soon as possible."

[emphasis added]

12. The Landlord's primary complaint is that he could not see documents the Member brought up on the screen, and therefore could not point the Member to the documents that the Landlord wished to refer to as evidence in the Tribunals Ontario Portal ("TOP"). The recording reflects that this occurred during the Landlord's cross-examination of the Tenant, and that when it occurred the Member pointed out to the Landlord that it was their obligation to know how their evidence was labelled and to be able to point to it in the TOP. The Landlord initially asked to stand down the matter for them to be able to look in TOP to do so. However, after further discussion the Landlord decided this was not necessary and asked to continue with cross-examining the Tenant (Recording Time Stamp 3:52:45 - 3:57:00).

13. The only other time the Landlord's vision was raised as an issue in the hearing it was in a context of a document being put to the Landlord in cross-examination, and the Landlord could not read it. The Landlord suggested the document to be read to him, and this accommodation was permitted (Recording Time Stamp 4:17:45).
14. I find based on the above that the Member did not fail to accommodate the Landlord in the hearing. The Landlord twice asked for accommodation, the first time the Landlord abandoned this request prior to any decision on it, and the second time the accommodation requested was given.
15. I also find that given the nature of the document the Landlord wished to present, but could not find, this document could not have affected the outcome of the hearing even if it had been presented. The Landlord was attempting to refer to a letter from the Tenant's representative from October 31, 2025 that the Landlord submits states the Tenant was never a tenant of the Landlord. The Tenant's representative's assertion as expressed in such a letter is irrelevant to the legal determinations in the application given the agreed facts between the parties.
16. Similarly, any other documentation that could not be located seems to be irrelevant to the determinations to be made in the application. The parties agreed at the outset that the only issues to be determined were why the Tenant did not occupy the rental unit and should the deposit be returned. Given the legal framework of the Act, it is actually also irrelevant why the Tenant did not occupy the rental

unit given the parties agree that the Landlord made the unit available for occupancy and it was the Tenant's choice not to occupy it.

17. When broken down, the legal framework at play dictates that whether the deposits should be returned essentially boils down to the factual answers to four questions:
 - a. Did the Landlord return the key deposit?
 - b. Did the Landlord return any other part of the deposit?
 - c. When did the Landlord re-rent the rental unit?
 - d. Did the Landlord take reasonable steps to minimize their losses once they were aware of the Tenant's breach of the tenancy agreement?
18. It was not disputed that the Landlord did not return the key deposit or the remainder of the deposit. It was also not disputed that the Landlord re-rented the rental unit on November 1, 2025.
19. Therefore, the only evidence in dispute relevant to the determinations required to be made would be in relation to the Landlord's steps to minimize their losses. The Landlord did not file any evidence in relation to the steps he took to minimize his losses. The Landlord acknowledged this, and expressly stated that they were relying solely on their testimony given in the hearing in this respect (Recording Time Stamp 4:13:10 – 4:14:35).

20. Given this, even if the actions of the Member in the hearing were found to constitute a failure to accommodate the Landlord, any such failure would not have impacted the outcome of the hearing, as the evidence the Landlord states they were prevented from referring to as a result was not relevant to any disputed fact.
21. The Landlord was given an opportunity to present evidence and submissions on all relevant issues in the application. The recording shows that the Landlord gave his evidence, responded to cross-examination questions, cross-examined the Tenant, and gave submissions. The Landlord did so in a cogent and coherent way, and actively participated in the entire proceeding. As noted above, I find the Landlord was not actually denied an opportunity to present evidence due to their disability, but abandoned their request for the matter to be stood down so they could locate it, and further that such evidence would not have been relevant to the determinations of the Member in any event.
22. For all of the reasons above, I find that there was no serious error in the proceedings as a result of a failure to accommodate the Landlord and that the Landlord was able to reasonably participate in the hearing.

Documentary Evidence and Witnesses

23. Further documentary evidence filed at the time of the hearing would not have been relevant to the disputed facts, or have changed the outcome of the order for the reasons identified above.

24. The Landlord complains that a number of filings sent on March 31, 2026, the day after the hearing, and after, are not addressed in the order. The Member had no obligation to address unsolicited post-hearing submissions or evidence that were not part of the record of the hearing in their order. The Member in fact made clear that they were not intending to accept the same (Recording Time Stamp 4:32:15). I find it does not constitute a serious error in the order or proceedings not to have addressed these post-hearing filings.
25. The Landlord acknowledged in the hearing that the other witnesses that the Landlord wished to present were only to provide information to support the Landlord's position that it was only appropriate to find female replacement tenants given the shared accommodations and circumstances of the tenants sharing those accommodations (Recording Time Stamp 4:26:50). This fact was acknowledged by the Tenant, and was not in dispute. Therefore, it was agreed that these witnesses were not necessary.
26. In *Edwards v. Waham* 2017 ONSC 2882, the Court held "[O]ne of the clear statutory purposes of the Landlord and Tenant Board is to afford landlords and tenants access to adjudication in a timely, cost effective setting where matters are heard in a summary manner".
27. It is not a serious error for the Member to limit evidence and to only permit evidence that is relevant and not repetitious. The Member must conduct the hearing expeditiously while giving the parties an adequate

opportunity to be heard. This is set out in section 183 of the Act. I find it therefore did not constitute a serious error not to hear from these witnesses in these circumstances.

Adequacy of Reasons

28. The Landlord submits that the Member's reasons in relation to the Landlord's mitigation efforts are irrational and contradictory.
29. The Member's findings in regard to the Landlord's mitigation efforts are contained at paragraphs 24 and 25 of the order. These reasons must be read in the context of the entirety of the order, which find that the Tenant did not inform the Landlord she would not be taking possession of the rental unit until approximately August 25, 2025, and outline a number of steps the Tenant took to find the Landlord a new tenant for the rental unit in the two month period following.
30. The reasons when read with this context clearly communicate the Member's determinations that the Landlord either took the steps that were reasonable to rent the room or did not have the opportunity to do so during the 5 day period prior to September 1, 2025, but that following this period the Member was not satisfied the Landlord had taken adequate steps in this regard. The Member found instead that the Landlord responded to the Tenant's efforts to find a tenant, rather than making an effort to do so himself.

31. I find therefore that the reasons provided are adequate, and that there is no serious error in the order in this regard.

Findings of Fact

32. The Landlord raises a number of complaints about how the Member assessed the evidence, and the factual findings that resulted from them. Disagreeing with the factual conclusions, or how the Member assessed evidence is not a basis to grant a review. The Member's factual determinations are entitled to considerable deference so long as there is a sufficient basis to support these findings.
33. There is nothing in the record to support a determination that the hearing member applied improper principles in assessing the evidence introduced or that there was insufficient evidence before the Board to support its conclusions. I find no basis to determine that the Member misapprehended evidence as submitted by the Landlord.
34. The order sets out a reasonable basis for its determinations. Reasonable determinations will not be interfered with on review.
35. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or proceedings, or that the Landlord was not reasonably able to participate in the proceeding.

It is ordered that:

1. The request to review order LTB-T-101756-25 issued on April 15, 2026 is denied. The order is confirmed and remains unchanged.

May 25, 2026

Date Issued

Benjamin Seigel

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.