



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

File Number: LTB-T-007562-26

In the matter of: 5583 BYNG AVE
Niagara Falls ON L2G5C6

Between: Harjeet Singh Tenants
Pardeep Kaur
Monika Monika

And

Anjith Kidangan Devassy Landlord

Harjeet Singh, Pardeep Kaur and Monika Monika (the 'Tenants') applied for an order determining that Anjith Kidangan Devassy (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 20, 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 pay to the Tenants \$925.00 which represents the unlawfully retained last month's rent deposit. However, for the reasons that follow, the Tenant's request for the Landlord to pay the Tenants for the cost of this application is denied.
2. The parties agreed to the following facts:
 - The Tenants paid a last month's rent deposit in the amount of \$1,500.00 at the outset of the tenancy.
 - The Tenants vacated the rental unit on November 30, 2025.
 - \$1,125.00 was paid for the last month of the tenancy, November 2025
 - \$375.00 of the last month's rent deposit was applied to the month of November 2025 and \$200.00 was returned to the Tenants, with the remaining \$925.00 being retained by the landlord.

3. The Landlord did not dispute that he is currently retaining an amount of \$925.00 which was not returned to the Tenants or applied to the last month of the tenancy.
4. Section 106(10) of the *Residential Tenancies Act, 2006* (the 'Act') states that "a landlord shall apply a rent deposit that a Tenant has paid to the Landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates."
5. As the Tenants paid short for the last month of the tenancy in the amount of \$375.00, I find that it was not inappropriate for the Landlord to apply \$375.00 of the last month's rent deposit to the last month of the tenancy.
6. 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;

7. It was undisputed between the parties that the Landlord had offered to pay the Tenants in cash and had offered to deliver the cash directly to the Tenants subsequent to the Tenants vacating the rental unit. The Landlord testified that as he has had difficulties with electronic banking, he was not comfortable sending an e-transfer.
8. The Tenants assert they refused to accept the Landlord's offer to pay them in cash as they were concerned about counterfeiting and not having a paper record of the payment. However, there was no evidence before me that there was any credibility to the assumption that the Landlord would provide counterfeit money or defraud the Tenants.
9. The Landlord submits that he should not be liable for the Tenants' filing fee as the fee arose out of the Tenants' unreasonable conduct. The Tenants sought an order requiring the Landlord to reimburse the Tenants for the cost of filing this application.
10. The Board's Interpretation Guideline 3 states:

As a general principle, a Member should not order costs of any kind in favour of a party if the conduct of that party was not proper. If both parties were responsible for the unreasonable conduct, neither should be ordered to pay the costs to the other, although one or both may be ordered to pay the Board's costs.

11. In this case, the Tenants chose not to accept the return of the last month's rent deposit without any reasonable basis for the refusal and chose to file this application. I am satisfied that the Tenants' conduct was unreasonable in the circumstances and as a result, decline to award the filing fee.
12. However, the Landlord did not use the Tenants' rent deposit to pay for the last rental period of the tenancy and has not return the deposit to the Tenants. The Landlord shall be ordered to return the remaining balance of the filing fee in the amount of \$925.00.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$925.00. This amount represents:
 - \$925.00 for the last month's rent deposit.
2. The Landlord shall pay the Tenants the full amount owing by June 12, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by June 12, 2026, the Landlord will owe interest. This will be simple interest calculated from June 13, 2026 at 4.00% annually on the balance outstanding.

June 1, 2026
Date Issued

Christopher Lin
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.