



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-003305-26

In the matter of: 778 BRIMORTON DR
SCARBOROUGH ON M1G2S7

Between: Mukund Pravin Kapadia Tenant

And

Nirmita Dave Landlord

Mukund Pravin Kapadia (the 'Tenant') applied for an order determining that Nirmita Dave (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 11, 2026.

Only the Tenant attended the hearing.

As of 9:34 a.m., the Landlord was 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 proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$1,098.00.

Rent Deposit

2. The Landlord did not use the Tenant's rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenant. This is prohibited by the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant provided the Landlord with a rent deposit in the amount of \$1,050.00 upon entering into a tenancy agreement.
3. The Tenant states that there was no written lease throughout the tenancy and that on November 1, 2025, the Landlord and the Tenant agreed to terminate the tenancy effective December 1, 2025. The rent was paid in full on November 1, 2026, and this was the last month of the tenancy. The Tenant's vacated the unit on December 1, 2025, and the last month rent deposit was still being held by the Landlord. After vacating the unit, the Tenants made several attempts to collect the deposit from the Landlord, however, to the date of the

hearing the Landlord still holds the deposit.

4. The tenancy was terminated December 1, 2025, and last month rent deposit was not applied to the last month of the tenancy. Therefore, the Landlord must return the rent deposit to the Tenant.

Daily Compensation

5. The Tenant states that they pay their rent on the first of the month and they paid their rent on November 1, 2025. The rental period would end on November 30, 2025. Therefore, the Tenants owe daily compensation to the Landlord for December 1, 2025. Daily compensation is calculated as follows: $12 \times \$1,098.00 / 365 = \30.09 per day.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,109.90. This amount represents:
 - \$1,050.00 for the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
 - Minus \$36.09 the Tenant owes to the Landlord for daily compensation
2. The Landlord shall pay the Tenant the full amount owing by June 30, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 30, 2026, the Landlord will owe interest. This will be simple interest calculated from July 1, 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.

June 10, 2026
Date Issued

Chris Hall
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.

