



Order under Section 135 Residential Tenancies Act, 2006

Citation: Ater v Amin, 2026 ONLTB 43087

Date: 2026-06-08

File Number: LTB-T-095902-25

In the matter of: 201, 397 Codd's Road
Ottawa ON K1K5C7

Between: Achai Ater Tenant

And

Vrunda Harshnil Amin Landlord

Achai Ater (the 'Tenant') applied for an order determining that Vrunda Harshnil Amin (the 'Landlord') collected or retained money illegally.2026-

This application was heard by videoconference on April 16, 2026.

The Tenant and the Landlord attended the hearing.

Determinations:

1. The Tenant alleges the Landlord illegally retained her last month rent deposit, the key deposit and interest that has accrued on her last month rent deposit.

The Tenant further alleges that the Landlord acted in bad faith by deliberately ignoring her repeated efforts to collect the money illegally retained and by attempting to illegally profit on her early departure from the rental unit by advertising it for rent in late October 2025.

Illegal retention of money

2. It was undisputed the Tenant paid the Landlord \$2,100.00 for a last month's rent deposit and \$200.00 for a key deposit. It is also undisputed that the Landlord failed to pay the Tenant interest on the last month's rent deposit.
3. The Landlord does not deny the money is owed to the Tenant. She testified that her delay in returning the deposits and paying the interest was because she had a difficult pregnancy and birth.
4. The Landlord shall be ordered to pay the Tenant \$2,355.09, which represents the last month's rent deposit, the key deposit, and the interest owing on the deposit.

5. The Tenant incurred costs of \$48.00 for the application filing fee and is entitled to reimbursement of these costs.
6. **Bad Faith** The Tenant has brought her T1 application under section 135 of the Residential Tenancies Act, 2006 (the 'Act'), which reads as follows:

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. 2006, c. 17, s. 135 (1).

7. The Tenant seeks compensation for the impact the Landlord's failure to respond to her request for the return of the deposits and interest had upon her. Such a claim, however, cannot be sought under a T1 application. As such, it is not properly before me and shall be dismissed.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,355.09. This amount represents:
 - \$2,100.00 for the last month's rent deposit.
 - \$200 for the key deposit
 - \$55.09 for interest on the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 19, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 19, 2026, the Landlord will owe interest. This will be simple interest calculated from June 20, 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 8, 2026
Date Issued

Douglas Malanka
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.

