



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

**Citation:** Mittal v Roy, 2026 ONLTB 47096

**Date:** 2026-06-17

**File Number:** LTB-T-022006-26

**In the matter of:** 8 SUMMER DR  
SCARBOROUGH ON M1K3E1

**Between:** Jay Gopal Mittal Tenant

**And**

Rupak Roy Landlord

Jay Gopal Mittal (the 'Tenant') applied for an order determining that Rupak Roy (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 10, 2026.

The Landlord and the Tenant attended the hearing.

### **Determinations:**

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. I refer to the material facts and relevant evidence below.
3. The Tenant testified that he arranged for a friend to view the rental unit for him on February 8, 2026 as he was in India. His friend arrived early and waited for a period of time but the Landlord did not attend to show the unit and the Tenant's friend left.
4. Due to scheduling issues, the Tenant agreed to rent the unit based on the Landlord's video and paid the last month's rent of \$700.00 to the Landlord on or about May 9, 2026. The tenancy was to commence on March 1, 2026.
5. The Tenant was provided with a key to the premises, attended the rental unit on or about March 1, 2026 and at that time decided that the unit was too small and returned his key to another tenant who resided at the rental unit. The Tenant is seeking the return of his \$700.00 deposit.

6. The Landlord confirmed the Tenant's evidence but stated that he warned the Tenant that the video was taken of another room in the rental building.
7. Section 107(1) of the *Residential Tenancies Act*, 2006 states "A landlord shall repay the amount received as a rent deposit in respect of a rental unit if vacant possession of the rental unit is not given to the prospective tenant."
8. The Tenant decided to rent the unit based on his review of a video of the unit and accepted the rental unit on that basis. The Landlord provided a key to the Tenant based on the parties' negotiations and the receipt of the rent deposit.
9. In this case, the Tenant was provided with vacant possession of the rental unit and as such, the Landlord is not required to return the \$700.00 deposit.
10. The Tenant's application must be dismissed.

**It is ordered that:**

1. The Tenant's application is dismissed.

**June 17, 2026**  
**Date Issued**

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Carrie Bertrand  
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.