



Order under Section 135 Residential Tenancies Act, 2006

Citation: Singh v Ansari, 2026 ONLTB 47162

Date: 2026-06-18

File Number: LTB-T-105558-25

In the matter of: 1, 10 Givins Street
Woodstock ON N4S5Y7

Between: Manpreet Singh
Maninder Singh
Prospective Tenants

And

Mohammad Ansari
Landlord

Manpreet Singh and Maninder Singh (the 'Prospective Tenants') applied for an order determining that Mohammad Ansari (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 13, 2026.

The Landlord and the Prospective Tenants attended the hearing.

Determinations:

1. As explained below, the Prospective Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must return the funds illegally collected to the Prospective Tenants.
2. The Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act').
3. The parties agree that the Prospective Tenants never signed an agreement to rent the rental unit. In the process of negotiating a rental agreement, the Landlord's agents demanded that the Prospective Tenants provide a payment of \$1,800.00 to "secure the unit". The parties understood that this amount would be applied to the first month's rent if a tenancy agreement were entered into. The Prospective Tenants testified that they paid this amount to the Landlord, and it was never returned.
4. The Prospective Tenants decided to not enter into a rental agreement with the Landlord due to concerns about the unit's condition. They never signed a lease and never moved into the unit.

5. The Landlord is of the opinion that the Prospective Tenants cost him a month of rent by not entering into an agreement to rent the unit from him. I disagree. There was no rental agreement between the parties. The Prospective Tenants did not, in any way, preclude the Landlord from renting the unit to someone else.
6. The Landlord charged money to Prospective Tenants that he had no right to charge. A rent deposit is permitted under the Act where a rental agreement has been entered into, but that is not the case here. Therefore, the \$1,800.00 collected constitutes an illegal charge prohibited by section 134 of the Act and the Landlord must return it to the Prospective Tenants.

It is ordered that:

1. The total amount the Landlord shall pay the Prospective Tenants is \$1,853.00. This amount represents:
 - \$1,800.00 for the illegal charge collected.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Prospective Tenants the full amount owing by June 29, 2026.
3. If the Landlord does not pay the Prospective Tenants the full amount owing by June 29, 2026, the Landlord will owe interest. This will be simple interest calculated from June 30, 2026 at 4.00% annually on the balance outstanding.
4. The Prospective Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 18, 2026
Date Issued

Jeremy Henderson
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.