



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

File Number: LTB-T-033798-26

In the matter of: Unit 8, 520 Novo Star Drive,
Mississauga, ON L5W1X7

Between: Khushank Sethi Tenant

And

Purna Shristy Ghimery Landlords
Jimmy Ghimery

Khushank Sethi (the 'Tenant') applied for an order determining that Purna Shristy Ghimery and Jimmy Ghimery (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on June 15, 2026.

The Landlords and the Tenant attended the hearing.

At the hearing, the parties consented to amend the application to correctly identify the rental unit as 8 – 520 Novo Star Drive, Mississauga, ON, L5W1X7. The parties further agreed to amend the application to also include Jimmy Ghimery as one of the Landlords. I amended the application to reflect the above on the consent of the parties.

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.

Illegal charge collected

2. The parties agreed that on March 6, 2026, the Tenant and the Landlords entered into a verbal agreement that were to commence on March 15, 2026. The Tenant contacted the Landlords and asked if they were able to move in as of March 10, 2026, and the Landlords agreed and said they would waive the 5 day rent period from March 10, 2026 to March 15, 2026. The Tenant was going to move into the rental unit and pay \$1,150.00 per month on a monthly tenancy. The parties further agreed the Tenant paid a \$200.00 deposit to secure the rental unit on or about March 6, 2026. However, on March 8, 2026, the Tenant requested the Landlords return the deposit as they were no longer able to move into the rental unit on March 10, 2026. The Landlords in good faith returned \$150.00 to the Tenant

as they understood their financial position, but informed the Tenant that they would only return the remaining \$50.00 should they find someone to move into the rental unit for March 15, 2026. The Landlords did not find anyone to move in for more than 60 days after the date the monthly tenancy had commenced.

3. I find that on March 6, 2026, the parties entered a verbally binding contract where the Tenant was to take possession of the rental unit on March 15, 2026. The Tenant, two days after paying \$200.00 deposit, wanted to opt out of the agreement. However, the Tenant was not legally entitled to opt out of the legally binding agreement without the consent of the Landlords. The Landlords did not consent to having the Tenant opting out of their agreement unless they had found someone to move into the rental unit sooner. The Tenant did not testify that they attempted to find a replacement tenant, but the Landlords testified that they attempted to find someone to take over the monthly tenancy, but were only successful 60 days later.
4. Therefore, I find the Landlords did not collect a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act'). The Landlords returned \$150.00 to the Tenant in good faith as he had made them aware of his circumstances. However, the Landlords were clear that they would only return the remaining \$50.00 should they find a replacement tenant, which did not happen for another 60 days. There are legal ways to end a monthly tenancy early, which include: 1) on the consent of all parties; 2) the Landlords issues a notice of termination; or 3) the Board issues the termination. In this case, none of the three above occurred, so the earliest date the Tenant could have terminated the tenancy was May 14, 2026, which is 60 days and the last of the rental period, which is why they are not entitled to the \$50.00 remaining on the deposit and the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

June 18, 2026
Date Issued

Vishal Nanda
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.