



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

**File Number:** LTB-T-031264-26

**In the matter of:** 1415 Caen Avenue  
Woodstock ON N4J 0J7

**Between:** Sylvia Longthorne Tenants  
Robert Longthorne

**And**

Dharmishtha Patel Landlord

Sylvia Longthorne and Robert Longthorne (the 'Tenants') applied for an order determining that Dharmishtha Patel (the 'Landlord') collected or retained money illegally.

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

The Landlord's representative Bashi Patel, the Tenant, Sylvia Longthorne and the Tenant's support Jacquie McCleod attended the hearing.

Robert Longthorne was not in attendance at the hearing, the Tenant, Sylvia Longthorne stated that she had the authorization and ability to speak for Robert Longthorne.

### **Determinations:**

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord shall pay \$2,453.00 to the Tenant.
2. The Tenants' T1 application was filed on March 24, 2026, alleging that the Landlord collected an illegal charge totalling \$2,400.00 by depositing and cashing a cheque in the amount of \$2400.00 dated November 1, 2024 cheque twice - the first time on November 1, 2024 and then again on June 27, 2025.

#### Excess Rent Collected in the Amount of \$2,400.00

3. The parties agree that the tenancy began on June 10, 2023, and terminated on May 27, 2026. The monthly rent is \$2,400.00 and was due on the first of each month.
4. It was undisputed that the Tenants made their rental payments by cheque to the Landlord during their tenancy. It was also undisputed that the Tenants paid the Landlord the lawful

rent for November 2024 and June 2025 via cheque 42 & 50 respectively and cheque #42 was deposited for a second time on June 27, 2025. These cheques were deposited by the Landlord using mobile deposit and the Landlord was in receipt of the Tenants' cheques after they were deposited into her bank.

5. Where the parties disagree is whether the Landlord received \$2,400.00 after cashing the November 1, 2025, cheque for the second time on June 27, 2025.
6. The Tenant entered a 5-page document into evidence. The Tenant's evidence includes a copy of the cashed cheques from November 1, 2024 and June 1, 2025. In addition, the Tenant referred to page 5, a statement from her bank showing a history of the cheques throughout the duration of her tenancy (DOC-7728684), the bank statement showed cheque #42 being cashed on both November 1, 2024 and June 27, 2025. Further, the Tenant testified that her bank brought the Landlord cashing the cheque twice to her attention in October 2025 and stated that an investigation would occur. The Tenant was later contacted by the bank who stated that due to the period of time since the Landlord cashed the cheque was unable to recover the money.
7. The Landlord's representative testified that the Landlord had "accidentally" deposited the cheque 8-months after it had already been deposited in November 2024. He stated that as the Landlord had not labelled the cheque as deposited, the Landlord redeposited the cheque for a second time. The Landlord's representative testified that the Landlord's bank held the cheque for a 5-day period, flagged the cheque and it was reversed, therefore the Landlord is not in receipt of the \$2,400.00. The Landlord's representative stated that he would provide proof of the reversed cheque but needed time to send the proof of the reversal to the LTB and Tenant.
8. I indicated at the hearing that I was prepared to stand the matter down to permit for the Landlord's representative to provide documentary evidence the Landlord was not in receipt of the Tenants funds, the Landlord's representative ultimately declined the offer stating that he did not have the ability to access this information. As a result, the Landlord provided no evidence to support the submission of the Landlord's representative that the Landlord is not in receipt of the \$2,400.00 when the cheque was cashed a second time.
9. I note that the Notice of Hearing ('NOH') was mailed to the Landlord on May 7, 2026 and the NOH provides directions and references to what a party should do if they have evidence they would like to rely upon at the hearing. Further the Practice Direction on Evidence outlines deadlines for disclosing evidence, it states;  
  
...In accordance with Rule 19, all parties must provide the other parties and the LTB with a complete copy of the evidence they intend to rely upon at least 7 days before the hearing or 5 days in the case of responding evidence, unless the LTB orders or directs otherwise. Responding evidence is something that addresses an issue raised by the other party's evidence.
10. I am satisfied that the Landlord had sufficient time to obtain supporting evidence, and no evidence was submitted in accordance with the LTB's Rules.

Analysis

11. The Tenants' evidence regarding the Landlord deposit of cheque #42 was undisputed. The Landlord's representative did not supply documentary evidence that ought to be readily available to demonstrate that the Landlord was not in receipt of the Tenants funds. I find that the Tenant's testimony coupled with her supporting documentary evidence supports that the Landlord not only deposited the cheque in both November 2024 and June 27, 2025 but also that the Landlord is in receipt of the funds from that cheque.
12. For the reasons stated above, I find that the Landlord is retaining the funds in contravention of the Act and therefore the \$2,400.00 paid by the Tenant on June 25, 2025 must be returned.
13. This order contains all of the reasons for my decision within it. No further reasons shall be issued.

**It is ordered that:**

1. The total amount the Landlord shall pay the Tenant is \$2,453.00. This amount represents:
  - \$2,400.00 for excess rent collected.
  - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by July 4, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by July 4, 2026, the Landlord will owe interest. This will be simple interest calculated from July 5, 2026 at 4.00% annually on the balance outstanding.

**June 23, 2026**  
**Date Issued**

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Angela Smith  
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.