



Order under Section 135 Residential Tenancies Act, 2006

Citation: PILTZMAKER v MANSANI, 2026 ONLTB 49794

Date: 2026-06-29

File Number: LTB-T-029096-26

In the matter of: 132 Pinelock
Kanata ON K2M0L5

Between: MORGAN PILTZMAKER Tenant
TESABELLA MCEACHERN

And

ANKUSHA RANI MANSANI Landlord
ANURAG REDDY BEECHU

MORGAN PILTZMAKER and TESABELLA MCEACHERN (the 'Tenant') applied for an order determining that ANKUSHA RANI MANSANI and ANURAG REDDY BEECHU (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 23, 2026.

The Tenants and their Representative, Michael Thelland, attended the hearing, as did the Landlords and the Landlords' Representative, Ronnie Alligood.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must refund the last month's rent deposit with interest in the amount of **\$3,005.25**.

Factual Background

2. The Tenancy began March 5, 2026 and ended March 31, 2026.
3. The lawful rent was \$3,000.00.
4. The Tenants paid a last month's rent deposit on February 6, 2026 of \$3000.00 and the Landlord accepted the deposit.

5. The Tenants never fully moved into the unit because of a cockroach infestation. There is a T2 and T6 application that is the subject of the infestation, so that issue will not be addressed here.
6. I find the Tenants moved in furniture on March 5, 2026 and moved the furniture out on March 9, 2026, but they never occupied the unit.
7. The Landlord accepted first month's rent in a pro-rated amount of \$2552.00 to reflect the Tenants moved in after March 1st and the Tenants paid this amount.
8. The Tenants advised the Landlord that they were not going to continue the tenancy and requested the return of their last month's rent deposit on March 30, 2026.
9. I find the Landlord has refused to refund the deposit and downplayed the infestation to justify keeping the deposit.

Analysis

10. Section 106(10) states that a landlord must apply a rent deposit to the last month's rent before the tenancy terminates.
11. A Landlord cannot retain rent money after the tenancy has terminated.
12. As the tenancy terminated on March 31, 2026, there was no last month for which rent was owed, so the Landlord must return the rent deposit to the Tenant.
13. In addition, section 106(6) states "A landlord of a rental unit shall pay interest to the tenant annually on the amount of the rent deposit at a rate equal to the guideline determined under section 120 that is in effect at the time payment becomes due."
14. Therefore, I also find that the Landlord owes the Tenant \$5.25 in interest on the rent deposit.

Remedies

15. The Tenants are seeking the return of the deposit plus interest.
16. For the above-stated reasons, the Landlord shall refund the deposit with interest.

It is ordered that:

1. The Landlord shall refund the rent deposit in the amount of \$3,005.25 (deposit + interest) by July 6, 2026.
2. If the Landlord does not pay the Tenant in the prescribed time, he will owe interest calculated annually at 4%.

June 29, 2026
Date Issued

Vanessa Davies
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.