



Order under Section 135 Residential Tenancies Act, 2006

Citation: Grover v Bhardwaj, 2026 ONLTB 51057

Date: 2026-06-30

File Number: LTB-T-023745-26

In the matter of: 709, 509 DUNDAS ST W
OAKVILLE ON L6M5P4

Between: Aabhishek Grover Tenants
Aashna Khetani

And

Sunil Bhardwaj Landlord

Aabhishek Grover and Aashna Khetani (the 'Tenants') applied for an order determining that Sunil Bhardwaj (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 11, 2026.

Only the Tenants attended the hearing.

As of 9:49 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must repay the Tenant as ordered below.
2. The Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act').
3. Per the Tenants' uncontested testimony, the Tenants paid the Landlord a \$500.00 refundable key deposit at the beginning of the tenancy. The Tenants testified that they returned the keys upon moving out of the unit on February 24, 2026, and that the deposit was never returned to him.
4. I found the Tenants to be credible in their testimony, and their testimony was consistent with the terms of the lease provided at the hearing.

5. The Tenants testified that the Landlord refused to return the key deposit because of alleged maintenance issues in the unit after the Tenants vacated. This is not permitted under the Act. A refundable key deposit is precisely that: a refundable deposit to be repaid to the Tenants upon return of the keys to the rental unit. The Landlord cannot unilaterally withhold these funds and attribute them to another claim (that, it is worth noting, has not been adjudicated).
6. By not returning the refundable key deposit, the Landlord has illegally retained the funds. These funds must be paid to the Tenant.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$548.00. This amount represents:
 - \$500.00 for the illegal charge collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by July 11, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by July 11, 2026, the Landlord will owe interest. This will be simple interest calculated from July 12, 2026 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 30, 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.