



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-034943-25

In the matter of: Basement, 134 Rubidge Street
Peterborough ON K9J3N4

Between: Frank Agyemang Tenant

And

Ilir Sino Landlord

Frank Agyemang (the 'Tenant') applied for an order determining that Ilir Sino (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on October 29, 2025.

Only the Tenant attended the hearing.

As of 10:02 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 did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenant stated that he moved into the rental unit in June 2024 and signed a one-year lease, expiring on July 31, 2025.
3. The Tenant stated that he contacted the Landlord to request permission for his brother to move into the rental unit. The Tenant testified that the Landlord initially agreed but asked whether the Tenant had discussed the request with the other tenants, which the Tenant had not done.
4. The Landlord, together with the other tenants, held a discussion regarding the Tenant's request. The other tenants opposed the brother moving in due to the shared bathroom arrangement. Following this discussion, the Landlord changed his position and denied the Tenant's request.

5. The Tenant stated that he informed the Landlord that he could not leave his brother homeless and therefore needed to move out of the rental unit. The Tenant claimed that the Landlord agreed to return the last month's rent deposit provided the unit was cleaned upon vacating.
6. The Tenant vacated the rental unit on February 28, 2025. Despite the Tenant's claim, the Landlord did not return the last month's rent deposit.
7. The tenancy was a fixed-term agreement. Under such an agreement, the Tenant was obligated to pay rent and maintain the rental unit until the end of the term unless an early termination was formally agreed upon by the Landlord. Tenants who vacate without a documented agreement assume the risk that their deposit may not be returned. In my view, any arrangement regarding early termination or the return of the last month's rent deposit must be supported by evidence or documentation.
8. The Tenant has not provided evidence that the Landlord agreed to early termination of the fixed-term tenancy or to return the last month's rent deposit. By leaving before the end of the tenancy without a verified agreement, the Tenant assumed the risk of non-payment of the deposit. In the absence of evidence supporting the alleged arrangement, I am not satisfied on a balance of probabilities that the Landlord agreed to return the deposit, and the Tenant's claim is therefore unsubstantiated.

It is ordered that:

1. The T1 application is dismissed.

January 6, 2026
Date Issued

Christina Philp
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.