



Order under Section 135 Residential Tenancies Act, 2006

Citation: MANGALIMAN v HAMEED, 2026 ONLTB 3515

Date: 2026-01-15

File Number: LTB-T-063498-25

In the matter of: 178 SHARON CREEK DR
EAST GWILLIMBURY ON L9N0P9

Between: Marjory Mangaliman Tenants
Rafel Mangaliman

And

Shahid Hameed Landlord

Marjory Mangaliman And Rafel Mangaliman (the 'Tenant') applied for an order determining that Shahid Hameed (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 7, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

1. This case is about a claim by the Tenants for \$1,900.00 which they say represents their last month's rent, and which they allege has been improperly retained by the Landlord.
2. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
3. The Tenants are no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order, or agreement to terminate the tenancy.

Did either party give notice to terminate the tenancy?

4. Pursuant to section 88(1) of the *Residential Tenancies Act, 2006* (the 'Act') if a tenant abandons or vacates a rental unit without giving proper notice in accordance with the Act the tenant is liable for the rent for the period of notice he or she could have given to the landlord to properly terminate the tenancy.

5. Here, the Tenants were in a monthly tenancy. Section 44(2) of the Act provides that to terminate a monthly tenancy the tenant shall give 60 days notice before the termination to be effective and that date shall be on the last day of a rental period. So, the Tenants would have to provide notice on or before May 1, 2025, that they were terminating the lease effective June 30, 2025.
6. The Tenants testified that they did not provide any written notice to terminate the tenancy to the Landlord. They testified that one month before leaving they spoke to the Landlord personally and told him they were leaving the rental unit in July. They testified to asking the Landlord if they could be reimbursed the \$1,900.00 last month's rent being retained by the Landlord. They stated that they did not know they had to provide the Landlord with 60 days' written notice, and if they had been told to do so by the Landlord, they would have done so and would have remained in the premises for the month of July 2025. They stated they left the rental unit on July 1, 2025.
7. The Landlord testified that the Tenants verbally indicated to him approximately one month before they left that they would be leaving the rental unit during the first week of July 2025. When they told him this, the Landlord testified to telling them that he was entitled to 60 days notice. The Landlord testified that he did not agree to an early termination of the tenancy, nor did he give any notice to the Tenants to terminate the tenancy.
8. The Tenants vacated the rental unit on July 1, 2025, without the required written notice.
9. I am not satisfied that the Tenants provided proper notice to terminate their monthly lease, as they were required to provide 60 days' notice before the termination to be effective on the last day of a rental period per section 44(2) of the Act.
10. Since the Tenants did not properly terminate the lease, they are not entitled to the return of the last months' rent deposit.
11. Further the Landlord demonstrated that he was unable to rent the unit for the month of July 2025, as he did not know when the Tenants were leaving.
12. Based on the above, the Landlord did not illegally retain the Tenants' rent deposit, and the Tenants application is dismissed.
13. This order contains all of the reasons within it. No further reasons will be issued.

It is ordered that:

1. The Tenants' application is dismissed.

January 15, 2026
Date Issued

Stephanie Ball
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.