



Order under Section 135 Residential Tenancies Act, 2006

Citation: YOUSIF v LALL, 2026 ONLTB 3710

Date: 2026-01-13

File Number: LTB-T-045504-25

In the matter of: 3436 OLD ORCHARD PARK DR
MISSISSAUGA ON L5B4C9

Between: DIANA YOUSIF Tenant

And

OMAH LALL Landlord

DIANA YOUSIF (the 'Tenant') applied for an order determining that OMAH LALL (the 'Landlord') collected or retained money illegally.

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

Only the Tenant attended the hearing.

As of 9:41 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 pay the Tenant the amount of \$923.00.
2. The Tenant testified that she moved into the rental unit on February 1, 2023 and that she provided 90 days' notice to the Landlord to advise her that she was terminating her tenancy. The Tenant advised the Landlord that her termination date would be April 30, 2025 and this information was given to the Landlord on February 1, 2025.
3. The Tenant stated that she and the Landlord agreed that the Tenant's last day at the rental unit would be April 30, 2025. The Tenant requested that the Landlord use her last month's rent of \$875.00 for the month of April, 2025.
4. The Tenant stated that the Landlord refused to allow the Tenant to use the last month's deposit for the month of April and insisted that the Tenant pay \$875.00 for April 1 – 30,

2025. The Landlord promised the Tenant that she would return half of the money to her on April 15, 2025 and that she would return the remaining amount of money to the Tenant after she vacated the rental unit.

5. The Tenant testified that she paid \$875.00 to the Landlord for her April rent on March 29, 2025. She further stated that she did not receive any funds back from the Landlord during April of 2025 and after she vacated the apartment. The Tenant sent in her email money transfers to the LTB setting out this payment and previous rent payments to the Landlord.
6. The Tenant testified that she sent text messages to the Landlord requesting the return of her last month's rent and the Landlord refused to return the deposit. She further stated that the last time that she spoke with the Landlord in early May of 2025, the Landlord told her "do not contact me anymore, do not pressure me, I will pay you when I re-rent the room."

Law and Analysis

7. Section 106 1) of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") states "A landlord may require a tenant to pay a rent deposit with respect to a tenancy if the landlord does so on or before entering into the tenancy agreement and 2) The amount of a rent deposit shall not be more than the lesser of the amount of rent for one rent period and the amount of rent for one month."
8. Further section 106(10) states "A landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy termination."
9. The Landlord did not use the Tenant's rent deposit to pay for the month of April of 2025 which was the Tenant's last month in the rental unit. The Tenant was forced to pay rent for April of 2025 and the rent deposit was not returned to the Tenant. This is prohibited by the Act.
10. Based on the Tenant's uncontested evidence, this application will be granted. The Tenant is also entitled to the application fee.

It is ordered that:

1. The total amount that the Landlord shall pay the Tenant is \$923.00 This amount represents:
 - \$875.00 for the last month's rent deposit illegally retained by the Landlord; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 24, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by January 24, 2026, the Landlord will owe interest. This will be simple interest calculated from January 25, 2026 at 4.00% annually on the balance outstanding

January 13, 2026

Date Issued

Carrie Bertrand

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.