



Order under Section 135 Residential Tenancies Act, 2006

Citation: Yaghobighaleno v Moradi, 2026 ONLTB 3806

Date: 2026-01-14

File Number: LTB-T-045776-25

In the matter of: 43 Sunnycrest Road, Basement Walkout Unit
North York, ON M2R1V4

Between: Reza Yahnobighaleno Tenant

And

Ali Moradi Landlord

Reza Yaghobighaleno (the 'Tenant') applied for an order determining that Ali Moradi (the 'Landlord') collected or retained money illegally.

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

The Tenant and the Landlord's father, Mousa Moradi attended the hearing. A support person, Ali Kariui attended to assist Mousa Moradi with any translation issues. The Landlord's father acted as a property manager at times and was familiar with this Tenant.

It should be noted that the correct address for this rental unit is 43 Sunnycrest Road, Basement Walkout Unit, North York, ON and the application is amended accordingly.

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 \$518.00.
2. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. I refer to the material facts and relevant evidence below.

Evidence of Reza Yaghobighaleno (RY)

3. RY testified that he and his wife moved into the rental unit on August 1, 2024 and vacated the unit on May 31, 2025. RY stated that his wife was nine months pregnant when they moved out and so he was the one moving items.

4. He stated that on May 31, 2025, he had removed most of his belongings except for summer tires, a bicycle and a stroller and he advised the Landlord's father that he would return shortly to retrieve those.
5. RY testified that he did provide the keys to Mousa Moradi when he left with his wife as his other possessions were outside of the unit.
6. RY stated that when he returned, approximately two hours later, to retrieve the outside possessions, the Landlord's father demanded \$469.00 from the Tenant to allow him to remove his possessions. The Tenant stated that the Landlord was upset and insisted that he pay this money to remove his possessions.
7. RY stated that he attended at a bank machine and took out a cash advance of \$400 from his Walmart Mastercard as he was very low on funds. He stated that he had the other \$70.00 and gave \$470.00 to the Landlord's father as he did not want any stress for his wife. After paying the money, he retrieved his possessions and did not receive a receipt from the Landlord.
8. RY testified that 5 days after vacating the apartment, he received a message from the Landlord's father demanding \$2,000.00 for apparent damage to the rental unit.
9. RY stated at this time that he and his wife became very nervous and went to the police. He said that the police advised him to have no other communication with the Landlord and that they should contact the Landlord and Tenant Board.

Evidence of Mousa Moradi (MM)

10. MM testified that he did not accept any money from the Tenant. He stated that the Tenant had put his summer tires and the bicycle in his own area of the backyard which was not allowed.
11. MM stated that the Tenant owes him for \$200.00 in utilities that were not paid when the Tenant left. Further he stated that the Tenant attacked him when the Tenant came to pick up the summer tires, bicycle and stroller at the unit. MM stated that he was injured.
12. MM provided no pictures of the injuries that he sustained from the attack and he advised that he did not call the police.
13. MM agreed that 5 days after the Tenants left, he texted the Tenant to tell him that he owed \$2,000.00 for the damage done to the rental unit. MM downloaded pictures of damages that he felt that the Tenants had caused but these pictures were not reviewed as this application is about an illegal charge.
14. RY provided a brief reply to the attack allegation and stated that he had not attacked anyone and was nervous himself. He stated that he paid the \$470.00 and left immediately with his possessions.

Law and Analysis

15. Section 134(1)(a) of the Act states that “Unless otherwise prescribed, no landlord shall, directly or indirectly, with respect to any rental unit, (a) collect or require or attempt to collect or require from a tenant, prospective tenant or former tenant of the rental unit a fee, premium, commission, bonus, penalty, key deposit or other like amount of money whether or not the money is refundable.”
16. This is the Tenant’s case to prove and based on a balance of probabilities, I find that the Tenant’s evidence is more believable than the Landlord’s evidence.
17. I am satisfied that the Landlord charged an illegal fee of \$470.00 to the Tenant to “allow him to retrieve his outdoor possessions from the rental unit”. This fee is in contravention of section 134(1)(a) of the Act.
18. The Tenant’s application is granted and the Tenant is entitled to his application fee.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$518.00. This amount represents:
 - \$470.00 for the illegal charge collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 25, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 25, 2026, the Landlord will owe interest. This will be simple interest calculated from January 26, 2026 at 4.00% annually on the balance outstanding.

January 14, 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.