



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-064015-25

In the matter of: 185 BRICKER ST
PORT ELGIN ON N0H2C1

Between: Maci Wilson Tenant

And

Fatima Qasemiya Landlord

Maci Wilson (the 'Tenant') applied for an order determining that Fatima Qasemiya (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on December 22, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$1091.69
2. The Landlord collected rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act').
3. The Landlord did not use the Tenant's rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenant. This is prohibited by the *Residential Tenancies Act, 2006* (the 'Act').
4. The Tenant testified that she moved into the rental unit March 21, 2025, and paid \$2606.50 which included the prorated rent for the month of March 2025, rent for April 2025 and a last month rent deposit of \$950.00 the Tenant also paid the rent in May 2025 and June 2025.
5. The Tenant testified that she informed the Landlord via text message that she intended to vacate on June 27, 2025, and asked the Landlord if she could be refunded the 3 prorated days in June 2025.
6. The Landlord confirmed that would not be a problem and asked the Tenant to sign an N11 which she attached. The parties both signed the N11 Terminating the tenancy effective June 27, 2025.

7. The Landlord testified that she was stranded by the Tenant's actions and could not find another Tenant. She testified that she does not believe it is the Landlord's responsibility to refund the Tenant if the Tenant wants to vacate, and testified that it is illegal to treat last months rent as a deposit, and returning the last months rent would be illegal.
8. The Landlord testified that the lease requires parties to give one month's notice, and she liked the Tenant and wanted to accommodate her as much as possible, but it would be illegal to return the last months rent.
9. I am satisfied that the Landlord has both collected a rent in excess of the amount allowed by the Act and failed to apply the last months rent deposit to the last month of the tenancy.
10. It was not disputed that the parties signed an N11 agreement to end the tenancy June 27, 2025. Therefore, the tenancy is terminated as of that date. While the Landlord may now regret signing that N11, I am satisfied that the parties mutually agreed to end the tenancy June 27, 2025 and the Tenant vacated by that date. Therefore, I am satisfied that the Tenant's obligation to pay rent ended June 27 2025.
11. As the Tenant had paid a last month rent when she moved in and paid the rent for June 2025 I am satisfied that the Tenant should be reimbursed her last month rent deposit, and the pro-rated rent for the 3 days in June 2025.

It is ordered that:

1. The total amount the Landlord, shall pay the Tenant is \$1091.69 This amount represents:
 - \$93.69 for excess rent collected.
 - \$950.00 for the last month's rent deposit.
 - \$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.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 14, 2026
Date Issued

Reid Jackson
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.