



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-064363-25

In the matter of: 314 GROVEHILL CRES
KITCHENER ON N2R0K2

Between: Wisam Khalil
Zainab Mnathr Altaae

Tenant

JAN 20, 2026

And

Muhammad Alam
Sufia Jahangir

Landlord

Wisam Khalil and Zainab Mnathr Altaae (the 'Tenant') applied for an order determining that Muhammad Alam and Sufia Jahangir (the 'Landlord') collected or retained money illegally.

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

The Landlord Muhammad Alam and the Landlord's Legal Representative Ajmer Singh Mandur and the Tenant Wisam Khalil attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$304.65
2. The Landlord did not illegally retain the Tenant's rent deposit.
3. The Landlord failed to pay the Tenant interest on the last month's rent deposit, as required by the *Residential Tenancies Act, 2006* (the 'Act').
4. The Tenant testified that he moved into the rental unit on May 16, 2021, and paid a last month rent deposit of \$2950 on April 9, 2021.

5. The Tenant testified that he was served with an N12 Notice of Termination for Purchasers use on June 30, 2025. The Tenant testified that the N12 contain a termination date of July 31, 2025. However, he revised this during cross examination to August 31, 2025.
6. The Tenant testified that he signed a new lease agreement for a separate rental unit on July 11, 2025, and he and the Landlord reached a mutually agreed upon settlement and signed an N11 on July 14, 2025, with a termination date of August 31, 2025.
7. The Tenant testified that he had already paid rent for the month of July 2025 at this time and his understanding was that the settlement funds he was paid to sign the N11 did not include his last months rent deposit.
8. The Tenant tested that he emailed the Landlord on July 20, 2025, and indicated that he would be vacating July 31, 2025, which he did. The Tenant testified that the Landlord did not return his last month rent deposit.
9. A witness for the Landlord Surjit Sam Pablay testified at the hearing. He is the Landlord's real estate agent who negotiated the cash for keys settlement and the signing of the N11 with the Tenant. He testified that the parties agreed they would execute an N11 in exchange for the Tenant being provided with a single payment. He testified that the Tenant did not say anything about further compensation, and he did not make any promise of future compensation. He testified that the Tenant raised the possibility of vacating July 31, 225 but the parties ultimately excited the N11 with a termination date of August 31, 2025.
10. The Landlord testified that there was no discission between the parties with respect to the last months rent during the settlement until the Tenant sent an email request his last months rent on July 31, 2025.

Analysis

11. I am not satisfied that the Tenant has demonstrated that the Landlord illegally retained the Tenant's rent deposit.
12. It is clear that the parties mutually agreed to terminate the tenancy effective August 31, 2025. At the time that agreement was entered into the Tenant had already signed a new lease agreement, and in spite of this the Tenant elected to sign the N11 with a termination date of August 31, 2025, rather than July 31, 2025. While the Tenant subsequently elected to vacate the rental unit on July 31, 2025, I am satisfied that the tenancy was terminated effective August 31, 2025, by the N11, and the last months rent should therefore be applied to the month of August 2025.
13. With respect to the interest on the last months rent, even though the Tenant is not entitled to the return of the last month rent deposit, I am satisfied that they are entitled to the accumulated interest as neither the Landlord nor Landlord's agent provide testimony to suggest that interest on the last month rent deposit had been paid during the tenancy. Therefore, I am satisfied that the Tenant is entitled to this accumulated interest.

It is ordered that:

1. The total amount the Landlord, shall pay the Tenant is \$304.65. This amount represents:

- \$256.65 for interest on 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 31, 2026.
 3. If the Landlord does not pay the Tenant the full amount owing by January 31, 2026, the Landlord will owe interest. This will be simple interest calculated from February 1, 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 20, 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.