



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-074677-25

In the matter of: 2103, 360 SQUARE ONE DR
MISSISSAUGA ON L5B 0G7

Between: Hiba Kasou Tenant

and

Narinder Pahal Landlord

Hiba Kasou (the 'Tenant') applied for an order determining that Narinder Pahal (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

The Tenant also applied for an order determining that the Landlord collected or retained money illegally.

This application came before me for a mandatory adjudicative case conference in videoconference 134 on January 21, 2026.

Only the Tenant and her witness Tarik Abu attended the case conference.

As of 3:41 pm, 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. The Tenant's uncontested evidence, corroborated by documentary proof filed, proves on a balance of probabilities that:
 - the parties agreed to terminate the tenancy effective July 31, 2025.
 - the Tenant vacated the rental unit in accordance with the agreement.
 - the Tenant returned all the keys to the Landlord and the locking mechanism was in working order.

- the Landlord did not return the Tenant's key deposit.
 - the Landlord did not apply the Tenant's rent deposit to the last month of the tenancy as required by subsection 106(10) of the *Residential Tenancies Act, 2006* (the 'Act').
 - The Landlord did not pay the Tenant interest on her last month's rent deposit as required by subsection 106(6) of the Act.
2. The Landlord will be ordered to refund these monies because the Tenant has proven on a balance of probabilities that they are illegally retained.
 3. The Tenant withdrew the remainder of her claims.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,586.85. This amount represents:
 - \$400.00 for the key deposit.
 - \$1,900.00 for the last month's rent deposit.
 - \$238.85 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 February 9, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 9, 2026, the Landlord will owe interest. This will be simple interest calculated from February 10, 2026 at 4.00% annually on the balance outstanding.

January 29, 2026
Date Issued

Nersi Makki
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.