



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-066021-25

In the matter of: 70 Gainsborough
Hamilton ON L8E1E1

Between: Kevin Clause Tenant

And

Amir Shazhad Landlord

Kevin Clause (the 'Tenant') applied for an order determining that Amir Shazhad (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 21, 2026.

Only the Tenant attended the hearing.

As of 10:11 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 did not prove on a balance of probabilities that the Landlord collected rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act') or unlawfully retained the Tenant's last month's rent deposit (LMR). Therefore, the application is dismissed.
2. The rental unit was the subject of a month-to-month lease and consisted of a room in a rooming house. The monthly rent was \$850.00 and the Tenant gave the Landlord an LMR of \$850.00.
3. The Tenant was not happy in the rental unit.
4. The Tenant did not serve the Landlord with any written notice that he would be vacating the rental unit although he mentioned it to the Landlord in conversation. The Tenant identified a new rental unit and signed a lease for that unit on September 23, 2025. The Tenant's application states that he vacated the rental unit on October 1, 2025. After questioning by me, the Tenant stated that he really vacated the rental unit on September 31; however, he also stated that he moved into his new unit on October 1, 2025.

5. On the totality of the evidence, including the dates set out in the application and the Tenant's original evidence that he moved on the 1st of the month together with the fact that his new unit was not available to him until October 1st, I find that the Tenant likely vacated the rental unit on October 1st.
6. The Tenant is seeking an order requiring the Landlord to return the LMR.
7. The Tenant's application for the return of his LMR fails on two grounds. Firstly, the Tenant did not provide the Landlord with the requisite 60 days written notice for terminating the tenancy as required by sections 44 and 47 of the Act in fact no notice was given at all.
8. The Tenant did not end his obligation to pay rent simply by vacating the rental unit without notice.
9. Pursuant to section 88(1), if a tenant vacates a rental unit without providing a valid notice of termination, the tenant owes rent for the period that ends on the earliest termination that could have been specified in a notice had the tenant, on the date that the landlord know or ought to have known that the tenant vacated the rental unit, given notice of termination in accordance with section 47 of the Act. In this case, the Tenant vacated the rental unit on October 1, 2025, meaning the earliest valid termination date the Tenant could have specified on a notice of termination was December 31, 2025.
10. Secondly, the Tenant vacated the rental unit on the first day of the rental period making him responsible for the October 2025 rent.
11. I questioned the Tenant about whether the Landlord had re-let the unit pursuant to the Landlord's obligation to mitigate his damages pursuant to section 16 of the Act and perhaps entitling the Tenant to a return of a portion of the LMR. The Tenant was not able to provide any information about subsequent rental of the unit. Therefore, I find that the Tenant was required to pay the rent for the month of October 2025 and the Landlord was entitled to apply the LMR to the rent owing by the Tenant.

It is ordered that:

1. The Tenant's application is dismissed.

January 26, 2026
Date Issued

Christina Budweth
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.