



Order under Section 135 Residential Tenancies Act, 2006

Citation: Sanchez Cabezas v Uddin Ahmed, 2026 ONLTB 10986

Date: 2026-02-06

File Number: LTB-T-096040-24

In the matter of: Basement, 839 Glen Street
Oshawa ON L1J3T9

Between: Jose Danilo Sanchez Cabezas Tenant
Lady Mera Nino

And **Feb 6, 2026**
Dale Wh tmore

Moshfaque Uddin Ahmed Landlord

Royal York Property Management Landlord's Agent

Jose Danilo Sanchez Cabezas and Lady Mera Nino (the 'Tenants') applied for an order determining that Moshfaque Uddin Ahmed (the 'Landlord') and Royal York Property Management (the 'Landlord's Agent') collected or retained money illegally.

This application was heard by videoconference on January 28, 2026.

The Tenants, the Tenants' representative Brenda Rizzo, the Landlord, the Landlord's representative Ramabevi Davisety, and the Landlord's Agent's representative Brittney-Rose Ward attended the hearing.

Reasons:

1. The Tenants in this matter only lived in the rental unit for nine days. They moved out because they felt that they had been misled regarding some of the facilities in the unit. They ask that the Landlord return the rent and other fees that they paid.
2. For the following reasons, I find that the parties agreed to end the tenancy after nine days. The Landlord can keep the rent for those nine days, but will be required to return the balance to the Tenants.

Facts

3. The Landlord owns the rental unit, and Royal York Property Management manages it for him. There is no dispute that, at all relevant times, Royal York was acting as the Landlord's agent.
4. On June 6, 2024, the parties entered into a tenancy agreement for the rental unit, at a monthly rent of \$2,200.00. The rent was to be due on the first of each month, but the tenancy was to begin on June 21, 2024. The Tenants paid Royal York \$733.33 in pro-rated rent for June 21 to 30, \$2,200.00 for July's rent, and a last month's rent deposit of \$2,200.00. They also paid a key deposit of \$250.00 and a "verification fee" of \$291.54.
5. Before moving into the unit, the Tenants learned that the kitchen did not have all the facilities they thought it would have. The details are unclear to me, but apparently the kitchen either did not have a working stove or did not have a working oven. In any event, the Tenants felt that they had been misled.
6. On June 30, the Tenants moved out of the unit. That day, they met with the Landlord. They told him that they wanted to end the tenancy because of the issue with the kitchen. The Tenants say that the Landlord agreed to end the tenancy that day. The Landlord denies making that agreement.
7. On July 1, the Tenants emailed Royal York. They stated that the Landlord had agreed to end the tenancy effective June 30, and asked Royal York to schedule a meeting to formalize the agreement. Royal York replied stating that the parties would both need to sign an N11 form, otherwise the tenancy would not be terminated.
8. The Tenants then went to the Landlord and Tenant Board's (LTB) website and downloaded an N11 form. They filled out the form with a June 30 termination date, signed it, and sent it to Royal York. The Landlord had not, at that point, signed the form.
9. On July 9, Royal York wrote to the Tenants "Kindly note that since the N11 Agreement to End the Tenancy was signed by both parties, the lease agreement is now formally terminated." Royal York stated that it would be returning the rent deposit and key deposit.
10. The Tenants took the position that Royal York should also return the rent they had paid for June 21-30 and for July, and the verification fee. Royal York was not willing to return those amounts. The Tenants then filed this application seeking an order for the return of the full amount.

Legal framework

11. Section 37(3) of the *Residential Tenancies Act, 2006* provides that a landlord and tenant may terminate a tenancy by agreement. If they do, then no notice of termination is required.
12. The LTB provides an "Agreement to End the Tenancy N11" form, which landlords and tenants can use to agree to end tenancies. However, contrary to what Royal York told the Tenants, section 37(3) does not require that an agreement to terminate be executed on an N11. The N11 is provided as a convenience, but it is not a requirement.

Did the June 30 conversation terminate the tenancy?

13. A recording of the June 30 conversation is in evidence, but it is muffled and largely inaudible. The Landlord can be heard to say that he agrees with the Tenants' concerns regarding the kitchen. He can also be heard to say that they should meet with Royal York. I cannot hear the Landlord agree, in the recording, to end the tenancy.
14. The Tenants testified that the Landlord agreed to end the tenancy, but did not describe what specifically the Landlord said that would constitute an agreement. The Landlord testified that he did not agree to end the tenancy. The Landlord's testimony is consistent with the audible part of the recording, in which he said that they should meet with Royal York.
15. I do not find the Tenants' testimony to be more credible than the Landlord's. The Tenants have not proved, on a balance of probabilities, that on June 30 the parties made an oral agreement to end the tenancy.

Did the subsequent emails terminate the tenancy?

16. The Tenants sent Royal York an N11 form, with a termination date of June 30, signed by them. This was clearly an offer to end the tenancy effective June 30, which the Landlord could accept by signing the N11.
17. Royal York replied by saying that "the N11 Agreement to End the Tenancy was signed by both parties" and that the tenancy was therefore terminated. The only reasonable interpretation of that email was that Royal York was telling the Tenants that it had conveyed the N11 to the Landlord and that the Landlord had signed it.
18. In other words, Royal York told the Tenants that the Landlord accepted their offer to end the tenancy effective June 30. Royal York was acting as the Landlord's agent, and had the authority to accept an offer to terminate on his behalf. Royal York's email therefore created an agreement to end the tenancy.
19. It does not matter that the Tenants never received a copy of the N11 signed by the Landlord. As discussed above, an N11 is not required to end a tenancy. Only an agreement is required. An offer to end the tenancy was made and accepted, so the requirements of section 37(3) were met.
20. The Landlord argues that Royal York made an error. He testified that he never signed the N11, never agreed to end the tenancy, and never told Royal York that he agreed to end the tenancy.
21. The Landlord's testimony is not relevant. Royal York had the authority to act on his behalf and agree to end the tenancy. It did so. If it did so in error, that is an issue between the Landlord and Royal York.
22. I therefore find that the tenancy terminated effective June 30, 2024 by agreement between the parties.

Remedies

Rent and deposit

23. The tenancy ran from June 21 to 30, 2024. The Tenants paid rent of \$733.33 for that period. The Landlord is entitled to retain that amount.
24. Royal York collected rent of \$2,200.00 for July and a rent deposit of \$2,200.00. It was permitted to collect those amounts at that time. Royal York has since given those amounts to the Landlord, who currently retains them.
25. Having agreed to end the tenancy on June 30, the Landlord is no longer permitted to retain the rent for July or the rent deposit. He is currently retaining those amounts illegally, and will be ordered to return them.

Key deposit

26. The Landlord agrees that he should return the key deposit of \$250.00. On consent, that amount will be included in the amounts he must return.

Verification fee

27. The application also notes that the Tenants paid a verification fee of \$291.54 to Royal York, but does not claim that the fee was collected illegally or seek its return. I make no order in respect of the verification fee.

Filing fee

28. Since the Tenants' were successful in their application, the Landlord will also be required to reimburse them for their filing fee.

It is ordered that:

1. The Landlord shall pay the Tenants \$4,703.00, which represents the return of rent, a rent deposit, and a key deposit, and the filing fee for this application.
2. If the Landlord does not pay the full amount owing by February 17, 2026, the Landlord will owe interest. This will be simple interest calculated from February 18, 2026 at 4.00% annually on the balance outstanding.

February 6, 2026

Date Issued

Dale Whitmore

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.