



Order under Section 135 of the Residential Tenancies Act, 2006

Citation: Ogunseye v Butt, 2026 ONLTB 11977

Date: February 4, 2026

File Number: LTB-T-045035-25-HR

In the matter of: 5529 Meadowcrest Avenue
Mississauga, ON L5M0V1

Between: Abosede Ogunseye Tenants
Ademuyiwa Ogunseye

and

Umar Butt Landlords
Asiya Hafeez

HEARING ORDER

Abosede Ogunseye and Ademuyiwa Ogunseye (the 'Tenants') applied in a T1 application seeking an order determining that Umar Butt and Asiya Hafeez (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on January 6, 2026.

The Tenant Abosede Ogunseye attended on behalf of both Tenants. Both Landlords attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay the Tenants **\$3,160.50**.
2. The parties agreed that the tenancy started on March 1, 2024, with monthly rent being \$3,100.00 due on the first day of each month.
3. The parties agreed that when the tenancy started, the Landlords collected a last month's rent deposit of \$3,100.00 from the Tenants. The Landlords admitted this deposit is still being held by them and was never returned to the Tenants.
4. The Tenant Abosede Ogunseye testified that in April, 2025, her ex spouse (Ademuyiwa Ogunseye) made threats on her life, so she decided to vacate the rental unit. She notified the Landlords of the situation and they were very understanding to the circumstances.

5. The parties agreed they mutually signed a N11 in April 2025, with the termination date of May 30, 2025.
6. There was no dispute that the Tenant Abosede moved all her things out on April 17, 2025. There was no dispute the Tenant Ademuyiwa moved out of the rental unit on May 30, 2025.
7. The Landlords admitted that they had collected post-dated cheques from the Tenants for the monthly rent.
8. The Tenant Abosede testified that she asked the Landlords to return to her the unused post-dated cheques dated in the future. It was undisputed that initially the Landlords refused to return the post-dated cheques. As a result, the Tenant Abosede testified she asked the bank to put a stop-payment on the upcoming June 1, 2025 cheque, at a cost of \$12.50.
9. The Tenant Abosede testified that around May 31, 2025, she received a text from Landlord Umar asking her to go back to the rental unit to pick up some items her ex-partner had left: "...just some medication and kids playmat". The Tenant testified she went back to the unit to see what was left. She met the Landlord Asiya there. The Tenant smelled new paint. The Landlord Asiya made no mention about damages.
10. The Tenant Abosede testified that the next day she met with the Landlord Umar, who mentioned to her for the first time that there were damages found at the rental unit. The Tenant Abosede testified that the Landlords did return the post-dated cheques, but only after she had already incurred the stop-payment charge and after she signed a release.
11. The Tenant Abosede testified that she noticed the May 1, 2025 post-dated cheque in the amount of \$3,100.00 had been cashed on May 30, 2025. The Landlords admitted to cashing this cheque on May 30, 2025 when they found damages to the rental unit after the ex-spouse moved out.
12. The Landlords admitted they had not returned the last month's rent deposit to the Tenants, and that it was applied to the final month of the tenancy – which the parties mutually agreed to be May 2025 according to the N11.
13. Section 108 of the *Residential Tenancies Act, 2006* (the 'Act') prohibits a landlord from requiring a tenant or prospective tenant to provide post-dated cheques or other negotiable instructions for payment of rent.
14. Section 106(10) of the Act states a landlord shall apply a rent deposit for the last rent period before the tenancy terminates.
15. In this situation, the Landlords admitted to collecting a rent deposit at the start of the tenancy, which they did not return to the Tenants. The Landlords also admitted the final month of the tenancy was May 2025 as agreed to by mutual agreement and signed N11. The Landlords also admitted the Tenants vacated the rental unit by May 30, 2025. They admitted to cashing the May 1, 2025 post-dated cheque on May 30, 2025 which they felt justified to do because they found damages at the rental unit.

16. The Landlords are not entitled to take a self-help remedy for damages. Landlords may choose to pursue an application at this Board (L10 application) against former tenants, or they can sue in court, for any alleged damages to the rental unit.
17. Since the Landlords collected excess rent for May 2025, I find that \$3,100.00 is owing to the Tenants. The Tenants are also entitled to the reasonable out-of-pocket expense of \$12.50 associated with the stop-payment fee. The Landlords should not have even collected post-dated cheques as they are prohibited from doing so by the Act. The Landlords initially refused to return the cheques promptly to the Tenants, thus it was reasonable for the charge to be incurred.
18. The Tenant incurred costs of \$48.00 for filing the application and is entitled to reimbursement of this cost.

It is ordered that:

19. The total amount the Landlords shall pay the Tenants is **\$3,160.50**. This amount represents:
 - \$3,100.00 for excess rent collected in May 2025;
 - \$12.50 for reasonable out-of-pocket expense to put a stop payment on the post-dated cheque for June 1, 2025; and
 - \$48.00 for the cost of filing the application.
20. The Landlords shall pay the Tenants the full amount owing of \$3,160.50 by February 15, 2026 (standard 11 days from the issuance date of this order).
21. If the Landlords do not pay the Tenants the full amount owing by February 15, 2026, the Landlords will owe interest. This will be simple interest calculated from February 16, 2026 onwards at 4.00% annually on the balance outstanding.
22. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 4, 2026
Date Issued

Michelle Tan
Vice Chair, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.