



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-050824-25

In the matter of: 918 RIPLEY CRES
OSHAWA ON L1K2E8

Between: Richard Abel Tenant

And

Bharadhan Navarathnam Landlord

Richard Abel (the 'Tenant') applied for an order determining that Bharadhan Navarathnam (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 3, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant the amount of \$798.00.
2. The parties agreed that the Tenant vacated the rental unit on May 14, 2025. However, the Tenant alleges that the tenancy was properly terminated in accordance with the *Residential Tenancies Act, 2006* (the 'Act') and the Landlord failed to apply the rent deposit to the final rental period or return it. The Tenant asserts that this conduct violates the Act. The Landlord disputes that the tenancy was terminated in compliance with the Act.
3. In the T1 application the Tenant seeks a return of half of the last month rent deposit in the amount of \$750.00.

Background:

4. The tenancy commenced on October 1, 2024, with a six-month fixed term ending on April 30, 2025. Rent was due on the first day of each month. At the start of the tenancy, the Landlord collected a rent deposit of \$1,500.00.
5. The rent for April 2025 was paid in full on April 1, 2025.

Tenant's evidence:

6. The Tenant testified that on April 13, 2025, he sent a text message to the Landlord advising that he wished to terminate the tenancy in May 2025 and that the Landlord agreed to a termination date of May 14, 2025, because the unit had been re-rented and the Tenant was asked to vacate by that date. The Tenant stated that the Landlord texted him on May 1, 2025, and advised that a new tenant wished to occupy the unit on May 14, 2025. The Tenant vacated the unit at the Landlord's request on May 14, 2025. At the hearing, the text messages were submitted and entered as evidence.
7. The Tenant stated that since he moved out as of May 14, 2025, the Landlord refused to return half of the last month rent deposit.

Landlord's evidence:

8. The Landlord did not dispute that the Tenant informed him on April 13, 2025, via text message that he wished to terminate early. The Landlord also did not dispute that he informed the Tenant that a new tenant wanted to move in on May 15, 2025, and agreed that the Tenant could move out on May 14, 2025. However, the Landlord explained that the Tenant first told him he would move out by May 1, 2025, then delayed and stayed in the unit for another fifteen days. He said he did not find a new tenant until July 1, 2025, and argued that because the Tenant did not provide 60 days' notice, the tenancy should be treated as terminated on May 31, 2025.

Law and Analysis:

9. Subsection 37 of the Act states that a tenancy can only be terminated in accordance with the Act. According to section 37(3), a tenancy can be lawfully terminated by an agreement to terminate.
10. In the present situation, the Tenant claims that he provided notice of termination through his text message on August 13, 2025; however, I am not satisfied that this was a valid notice. Section 44(4) of the Act states:

Period of notice, tenancy for fixed term:

(4) A notice under section 47, 58 or 144 to terminate a tenancy for a fixed term shall be given at least 60 days before the expiration date specified in the tenancy agreement, to be effective on that expiration date. 2006, c. 17, s. 44 (4).

11. The LTB's Interpretation Guideline 11 says: *If the former tenant vacated the rental unit after giving the landlord a notice of termination that was not in accordance with the RTA, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the former tenant given a notice in accordance with the RTA.*
12. The Tenant's text message of April 13, 2025, did not provide the required 60 days' notice. As such, the Tenant's notice fails to meet the criteria for lawful termination. Therefore, the termination date in this case could not have been earlier than June 30, 2025.

13. However, based on the evidence presented, I am satisfied that the parties reached a clear agreement to terminate the tenancy. A valid agreement requires mutual understanding, or a meeting of the minds, regarding the termination date. In this instance, both parties expressly agreed that the tenancy would end on May 14, 2025, as evidenced by the text message the Landlord sent to the Tenant on May 1, 2025, that was submitted at the hearing.
14. The Landlord asserts that even though he required the Tenant to move out by May 14, 2025, the Tenant remained responsible for rent for the entire month of May 2025 because the unit was not re rented until July 1, 2025.
15. I disagree with the Landlord's position. The LTB's Interpretation Guideline 11 says: *If the former tenant vacated the rental unit after giving the landlord a notice of termination that was not in accordance with the RTA, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the former tenant given a notice in accordance with the RTA.*
16. It is undisputed that the Tenant vacated the rental unit by May 14, 2025, in accordance with the agreement. Therefore, I find that the tenancy was lawfully terminated on May 14, 2025. Therefore, the Tenant was only responsible for rent up to that date.
17. Section 106 (10) of the Act provides:

(10) A landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates. 2006, c. 17, s. 106 (10).
18. Section 135(1.1) of the Act provides:

135(1.1) No landlord shall, directly or indirectly, with respect to any rental unit, collect or require or attempt to collect or require from a former tenant of the rental unit any amount of money purporting to be rent in respect of,
(a) any period after the tenancy has terminated and the tenant has vacated the rental unit;
or
(b) any period after the tenant's interest in the tenancy has terminated and the tenant has vacated the rental unit.
19. Therefore, the Landlord's failure to apply the Tenant's rent deposit to the last rental period of the tenancy, and the failure to return the balance of the deposit, is prohibited under the Act. Given that the Tenant moved out on May 14, 2025, I conclude that the amount owing to the Tenant is \$750.00.
20. As the Tenant was successful on his application, the cost of filing this application is also granted.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$798.00. This amount represents:

- \$750.00 for 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 21, 2026.
 3. If the Landlord does not pay the Tenant the full amount owing by February 21, 2026, the Landlord will owe interest. This will be simple interest calculated from February 22, 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.

February 10, 2026

Date Issued

Joy Xiao

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.