



Order under Section 31 and 135 Residential Tenancies Act, 2006

File Number: LTB-T-097273-24

In the matter of: 141 LOSINO ST
CALEDON ON L7C3N7

Between: Teresa Rimando Haban
Efraem Flores Haban
Prospective Tenants

And

Aman Mahal
Landlord

Teresa Rimando Haban and Efraem Flores Haban (the 'Tenants') applied for an order determining that Aman Mahal (the 'Landlord') collected or retained money illegally. (T1 Application)

Teresa Rimando Haban and Efraem Flores Haban (the 'Tenants') applied for an order determining that Aman Mahal (the 'Landlord') entered the rental unit illegally. (T2 Application)

This application was heard by videoconference on February 5, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

T1 Application

1. The parties Teresa Rimando Haban and Efraem Flores Haban, are referred to interchangeably as “Tenants”, and “Prospective Tenants”, based on the findings in this order.
2. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants \$1,648.00 on or before February 21, 2026.
3. The Tenants’ T1 application seeks the return of a deposit paid in the amount of \$1,600.00.
4. The Tenants paid a deposit to the Landlord in two payments of \$300.00, and \$1,300.00 in October 2025. The parties discussed a move in date of November 1, 2024, but no written tenancy agreement was signed.

5. The Tenants did not take possession of the rental unit on November 1, 2024. A text message from the Tenants on November 7, 2024, asks the Landlord to cancel the parties' agreement. The Landlord does not agree to cancel the agreement, and the parties discussed a delayed move in date of November 15, 2024, which was agreed.
6. After the parties' agreement that the Tenants would move in on November 15, 2024, the Landlord asks the Tenants if they have committed to moving into the rental unit.
7. On November 8, 2024, the Landlord send a text message asking the Tenants to confirm whether they plan to take possession of the rental unit.
8. Later in the evening on November 8, the Landlord asks the Tenants to pay the first month's rent if they intend to move into the rental unit.
9. The Tenants reply that a landlord can only request one month as a deposit and the Landlord responds that if the Tenants are planning to move in, the agreement requires payment of the first month's rent and a rent deposit. The Landlord asks again if the Tenants are planning to take possession of the rental unit.
10. There is no record of communication from either the Landlord or Tenant between November 8, 2024, and November 11, 2024.
11. On November 12, 2024, the Tenants send a text message to the Landlord asking for keys to the rental unit because they plan to take possession that weekend. The Landlord replies that the Tenants are too late, and because of their lack of reply the rental unit was re-rented.

Analysis

T1 Application

12. The Tenants were never given keys to the rental unit and could not take possession.
13. The evidence shows that after November 7, 2024, the Landlord took the position that until the Tenants confirmed their intentions and definitively provided a move in date, there was no tenancy agreement. The Landlord believes he is entitled to keep the deposit based on the loss of rent for November 2024.
14. Section 107 of the Act provides:

107 (1) A landlord shall repay the amount received as a rent deposit in respect of a rental unit if vacant possession of the rental unit is not given to the prospective tenant.
15. The Tenants did not confirm their intentions, and the Landlord treated any agreement the parties may have had as being cancelled. Accordingly, the Tenants are "prospective tenants" within the meaning of section 107 of the Act.
16. The Landlord did not give vacant possession of the rental unit to the prospective Tenants and accordingly, the Tenants are entitled to the return of the deposit paid.

T2 Application

17. The Tenant's T2 application alleges illegal entry by the Landlord and seeks a rent abatement of \$1,600.00, a fine, and an order that the Landlord not "double rent" the unit.
18. At the hearing the Tenant clarified that they are only seeking the return of their rent deposit in the amount of \$1,600.00. The Tenant did not prove the allegations in the T2 application therefore, the Tenant's T2 application is dismissed.

It is ordered that:

T1 Application

1. The total amount the Landlord shall pay the Tenants is \$1,600.00. This amount represents:
 - \$1,600.00 for the rent deposit;
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by February 21, 2026.
3. If the Landlord does not pay the Tenants 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 Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

T2 Application

5. The Tenant's T2 Application is dismissed.

February 10, 2026
Date Issued

Kyle McGraw
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.