



## **Order under Section 135 Residential Tenancies Act, 2006**

**File Number:** LTB-T-042370-25

**In the matter of:** 403 Georgian Drive  
Barrie ON L4M7B4

**Between:** Lakshita Oberoi Tenant

**And**

Hady Dief Landlord

Lakshita Oberoi (the 'Tenant') applied for an order determining that Hady Dief (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 4, 2026.

Only the Tenant attended the hearing.

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 proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$650.00.
2. The Tenant testified that they moved into the house on September 1, 2023, renting a room. At the start of the tenancy, the monthly rent was \$500.00. On August 16, 2023, the Tenant paid the Landlord \$700.00, followed by an additional \$300.00 on August 22, 2023. These payments were made toward first and last month's rent. Copies of the e-transfers were entered into evidence.
3. In June 2024, the Tenant changed rooms within the house, resulting in an increase in monthly rent to \$650.00. On June 21, 2024, the Tenant topped up the last month's rent deposit by sending the Landlord \$150.00. A copy of this e-transfer was entered into evidence.

4. On March 31, 2025, the Tenant paid \$650.00 for April 2025 rent. The Tenant then vacated the rental unit on April 30, 2025, after being asked by the Landlord to do so. The Landlord had promised to return the last month's rent deposit to the Tenant, however this refund was never provided.
5. The Landlord did not use the Tenant's rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenant. This is prohibited by the *Residential Tenancies Act, 2006* (the 'Act'). The last month of the tenancy was April 2025, and the Tenant paid rent for that month on March 31, 2025. As a result, the Landlord still holds the last month's rent deposit of \$650.00 and has not returned it to the Tenant.

**It is ordered that:**

1. The total amount the Landlord shall pay the Tenant is \$650.00. This amount represents the last month's rent deposit currently being held by the Landlord.
2. The Landlord shall pay the Tenant the full amount owing by February 24, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 24, 2026, the Landlord will owe interest. This will be simple interest calculated from February 25, 2026 at 4.00% annually on the balance outstanding.

**February 13, 2026**  
**Date Issued**

---

Brett Lockwood  
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.