



Order under Section 135 Residential Tenancies Act, 2006

Citation: PAN v Naguib, 2026 ONLTB 13215

Date: 2026-02-13

File Number: LTB-T-077889-25

In the matter of: 3505, 3975 GRAND PARK DR
MISSISSAUGA ON L5B0K4

Between: CHEN PAN Tenant

And

Manal Naguib Landlord

CHEN PAN (the 'Tenant') applied for an order determining that Manal Naguib (the 'Landlord') collected or retained money illegally.

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

The Tenant (CP), Landlord and Landlord Legal Representative, Joshua Youssef Tawadros attended the hearing.

Determinations:

1. As explained below, the Tenant (CP) proved the allegations contained in the application, in part, on a balance of probabilities. Therefore, the Landlord must refund the Tenant (CP) the balance of the key deposit in the amount of \$150.00 plus the filing fee.
2. This application is brought under section 135 of the RTA, which provides in part:

135 (1) A tenant or former tenant of a rental unit may apply to the Board for an order that the landlord, superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act or the Tenant Protection Act, 1997.
3. There is no dispute between the parties that:
 - 1) The Tenant (CP) and his ex-girlfriend Rung Fu (RF) entered into a tenancy agreement for a fixed term for the period of September 10, 2021 to August 10, 2022. The rent charged was based on a monthly amount of \$2,100.00 payable on the 10th of each month and a key deposit of \$300.00.

- 2) The Tenants provided the first and last month rent and payment of key deposit.
- 3) The Landlord purchased the rental unit in 2022 and assumed the tenancy agreement with the Tenants.
- 4) The monthly rental increased to \$2,260.00 in August 2025.
4. The Tenant (CP) testified that the Tenant (RF) moved out of the rental unit in or about July 2024 and he continued to make all rent payments.
5. The Landlord testified that they never received any correspondence or documentation from (RF) that she would be vacating the rental unit.
6. The Tenant (CP) testified that on August 10, 2025, he advised the Landlord that he intended to vacate the rental unit on September 10, 2025. He requested a shorten period of 30 days notice. The Landlord conditionally agreed as long as she received an N9. The Tenant (CP) gave the N9 on August 18, 2025.
7. The Landlord acknowledged the N9 and took the view that the form was defective as it did not name both Tenants.
8. Further evidence was heard that the Tenant (CP) paid rent in the amount of \$2,260.00 on August 14, 2025. This payment covered the rental period of August 10, 2025 to September 9, 2025.
9. The Tenant (CP) returned the keys to the Landlord on September 11, 2025.
10. The Landlord did not use the Tenants' rent deposit to pay for the last rental period of the tenancy and did not return the full deposit to the Tenant (CP). This is prohibited by the *Residential Tenancies Act, 2006* (the 'Act').
11. Pursuant to s. 106(10) of the Act, the last month's rent deposit must be applied to the rent due for the last month of the tenancy.
12. The Landlord did refund the Tenant (CP) with half of the LMR \$1,050.00 and half of the key deposit \$150.00 for a total of \$1,200.00.
13. The Landlord believed they were obligated to remit the remaining balance of the deposit to the other Tenant named on the lease, in the amount of \$1,200.00.
14. Section 44(3) of the Act provides that a notice to terminate a yearly tenancy shall be given at least 60 days before the date the termination is specified to be effective.
15. Although the Landlord agreed to accept a 30-day notice, the Tenant (CP) failed to provide the N9 noticed within the required timeframe. As a result of the improper written notice, the notice period was shorter than 30 days.
16. The Landlord secured a new Tenant and re-rented the unit. The new tenancy agreement commenced on October 1, 2025, at which time the Tenant's (CP) obligation to pay rent ended.
17. I find that the Landlord is entitled to rent for the period September 10, 2025 to September 30, 2025. ($\$2,260.00 \times 12/365 = \74.30 per diem $\times 21$ days = \$1,554.63).

18. For these reasons, the Landlord is entitled to apply part of the last month's rent deposit to the period listed in paragraph 17 as a result of the insufficient notice.
19. Section 17 of *Ontario Regulation* 516/06 (the "Regulation") provides a list of exemptions to Rule 134(1) which includes a refundable key deposit as follows:
 3. Payment of a refundable key, remote entry device or card deposit, not greater than the expected direct replacement costs.
20. Since the keys were returned to the Landlord, I find that the Tenant (CP) is owed the full amount of the deposit. The Tenant (CP) has received half the key deposit and is entitled to receive the balance amount of \$150.00.
21. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$198.00. This amount represents:
 - \$150.00 for one half of the key deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant (CP) the full amount owing by February 24, 2026.
3. If the Landlord does not pay the Tenant (CP) 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.
4. The Tenant (CP) has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 13, 2026

Date Issued

Rosemarie Ortiz
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.