



Order under Section 135 Residential Tenancies Act, 2006

Citation: Suleiman v Elmaleh, 2026 ONLTB 16833

Date: 2026-02-26

File Number: LTB-T-051558-25

In the matter of: 1801, 88 Cumberland
Toronto ON M5R1B9

Between: Jawa Suleiman Tenant

And

Elizabeth Mamann Elmaleh Landlord

Jawa Suleiman (the 'Tenant') applied for an order determining that Elizabeth Mamann Elmaleh (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 11, 2026.

Only the Tenant attended the hearing.

As of 10:02 a.m. 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 Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay the Tenant \$2,548.00 by September 9, 2025.
2. I have carefully reviewed the documentary evidence before me, the testimony of the Tenant and I have considered the Tenant's submissions. I refer to the material facts and relevant evidence below.

Evidence of the Tenant, Jawa Suielman (JS)

3. JS testified that he moved into the rental unit on September 23, 2023 and moved out of the unit on June 14, 2025. He signed a lease with the Landlord on August 21, 2023 and paid 12 months of rent in advance. The Landlord also required that the Tenant pay \$2,000.00 as a security deposit which he paid in full by September 16, 2023.

4. JS stated that the monthly rent was \$4,395.00 per month and that he took excellent care of the rental unit.
5. JS stated that after he vacated the rental unit, he sent messages to the Landlord requesting that his \$2,000.00 security deposit be returned. He sent those messages to the Landlord on June 18, 2025 and June 23, 2025. He provided copies of his deposit of the security deposit and his messages with the Landlord.
6. JS stated that he received a message from the Landlord who stated that she was keeping the security deposit because of wear and tear in the rental unit. The Landlord sent him pictures which he presented today which included a couple of very minor issues such as a smudge on the wall of the unit.
7. Section 134(1)(a) of the Act states that “Unless otherwise prescribed, no landlord shall, directly or indirectly, with respect to any rental unit, (a) collect or require or attempt to collect or require from a tenant, prospective tenant or former tenant of the rental unit a fee, premium, commission, bonus, penalty, key deposit or other like amount of money whether or not the money is refundable.”
8. I am satisfied that the Landlord refused to return the security deposit which was contrary to the Act itself. This was done in contravention of section 134(1)(a) of the Act and as such, the Tenant’s application is granted.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,048.00. This amount represents:
 - \$2,000.00 for the illegal charge collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 9, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 9, 2026, the Landlord will owe interest. This will be simple interest calculated from March 10, 2026 at 4.00% annually on the balance outstanding.

February 26, 2026
Date Issued

Carrie Bertrand
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.