



Order under Section 135 Residential Tenancies Act, 2006

Citation: Pollock v Zadegan, 2026 ONLTB 17764

Date: 2026-02-25

File Number: LTB-T-056356-25

In the matter of: Basement Unit 1, 16 MINTO ST
TORONTO ON M4L1B6

Between: Mackenzie Nicole Pollock Tenants
Azana Nancy John

And

Medi Zadegan Landlord

Mackenzie Nicole Pollock and Azana Nancy John (the 'Tenants') applied for an order determining that Medi Zadegan (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 24, 2026.

The Landlord's agent, Ari Zadegan, the Tenants and the Tenant, Azana John's, support person (mother), Julie John, attended the hearing.

Determinations:

Preliminary Issue

Adjournment request

1. At the outset, the Landlord's agent requested an adjournment to allow this application to be combined with the Landlord's L10 application for damages, which application had yet to be filed. The Landlord's agent anticipated that the rent deposit would offset the award for damages the Landlord expected to receive.
2. The Tenant, Mackenzie Pollock, opposed the adjournment request, stating that the issues in the T1 application and the L10 application were separate issues and unrelated.
3. For the following reasons, I exercised my discretion to deny the Landlord's request to adjourn the hearing. I was not satisfied that there was any overlap in material allegations of fact between the applications or that there would be a risk of inconsistent findings were the applications heard separately. As well, the Landlord's L10 application has not yet been filed.

The application

4. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$2,328.00.
5. It is undisputed that the Tenants paid the Landlord rent for June 2025, that they vacated the unit on June 28, 2025 and that the Landlord rented the unit to a new tenant as of July 1, 2025.
6. The Landlord's agent admitted that the Landlord owed the Tenants their last months' rent deposit in the amount of \$2,280.00 because the Landlord did not return the last months' rent deposit to the Tenants nor was it applied to the last month of the tenancy, being June 2025.
7. Section 106(10) of the *Residential Tenancies Act, 2006* (the 'Act') provides as follows:

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 period before the tenancy terminates.

8. Based on the evidence before me, I find that the Landlord did not use the Tenants' rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenants. This is prohibited by the Act.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$2,328.00. This amount represents:
 - \$2,280.00 for the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by March 8, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by March 8, 2026, the Landlord will owe interest. This will be simple interest calculated from March 9, 2026 at 4.00% annually on the balance outstanding.

February 25, 2026
Date Issued

Karen Gonçalves
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.