



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-055334-25

In the matter of: 12, 527 PARKSIDE DR
WATERLOO ON N2L4X7

Between: Chidiebere Henry Nebo Tenant
Nebechi Joy Nebo

And

Gupta Reality Developments Inc Landlord

Chidiebere Henry Nebo and Nebechi Joy Nebo (the 'Tenant') applied for an order determining that Gupta Reality Developments Inc (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 23, 2026.

Only the first-named Tenant attended the hearing.

As o 10:19 a.m., the Landlord were 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. The Landlord shall pay the Tenant \$1,221.00.
2. The Tenant moved into the rental unit on October 1, 2023, and moved out on August 14, 2024. The parties entered a one-year fixed term tenancy ending September 30, 2024. The Tenant paid a rent deposit of \$2,099.00 at the start of the tenancy and monthly rent was \$2,099.00.
3. The Tenant testified that he lost his job and wished to terminate the tenancy early in June 2024. The Tenant testified that the Landlord told him to find a new tenant to take over the remaining months of the lease and advised that he would lose his rent deposit if he ended the tenancy early. The Tenant testified that he found a new tenant and that the new tenant moved into the rental unit on August 14, 2024, and began paying rent directly to the Landlord.

4. The Tenant testified that the August rent was paid in full. He also testified that he contacted the Landlord on August 14, 2024, and requested the return of the portion of rent for the period after the new tenant moved in. The Tenant testified that the Landlord returned the rent deposit but refused to refund the remaining portion of the August rent, stating that the money would be applied to maintenance costs. The Tenant submitted text message correspondence between the parties dated August 22, 2024.
5. Based on the Tenant's uncontested evidence, I find that the tenancy terminated by agreement effective August 14, 2024. The Landlord required the Tenant to find a replacement tenant, and the rental unit was re rented effective August 15, 2024. I am satisfied that the parties agreed the tenancy would end when the replacement tenant took possession.
6. Pursuant to subsection 88(3) of the Act, the Tenant's liability for rent ended when the Landlord entered into a tenancy agreement with the new tenant and the new tenant took possession. Section 134 of the Act prohibits a landlord from collecting or retaining charges in addition to rent except as permitted by the Act. Section 135(1) permits a tenant or former tenant to apply for an order requiring the landlord to repay money collected or retained in contravention of the Act.
7. In these circumstances, the Landlord was not entitled to retain rent for any period after the new tenant took possession. Any rent retained after August 14, 2024 is money retained in contravention of the Act. I find that the Landlord retained rent for the period from August 15 to August 31, 2024, which is 17 days. The excess amount is \$1,173.00, calculated as follows: $\$2,099.00 \times 12 \text{ months} \div 365 \text{ days} = \69.00 per day , and $\$69.00 \times 17 \text{ days} = \$1,173.00$.
8. As the Tenant was successful on his application, the cost of filing this application is also granted.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,221.00. This amount represents:
 - \$ 1,173.00 for excess rent collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 14, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 14, 2026, the Landlord will owe interest. This will be simple interest calculated from March 15, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 3, 2026
Date Issued

Joy Xiao
 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.