



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

**Citation:** Shin v Aswaieh, 2026 ONLTB 18343

**Date:** 2026-02-27

**File Number:** LTB-T-059400-25

**In the matter of:** 27 Perkins Street  
Ottawa ON K1R7G4

**Between:** Daniel Donghuy Shin Tenant

**And**

Mahran A Naji Aswaieh Landlord

Daniel Donghuy Shin (the 'Tenant') applied for an order determining that Mahran A Naji Aswaieh (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 25, 2026.

Only the Tenant attended the hearing.

As of 9:53 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 Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$953.00, this representing the last month's rent deposit and the application filing fee.
2. The Tenant and the Landlord entered into a tenancy agreement for the period of April 1, 2025 to July 31, 2025, agreeing on a monthly rent of \$900.00. The Tenant repaid the Landlord \$3,400.00 by way of bank draft dated March 31, 2025, as evidenced and submitted that \$200.00 was given to the Landlord by cash.
3. The Landlord and the Tenant agreed that the tenancy would terminate early on June 30, 2025. As the Tenant had already repaid the last month's rent for July 2025 he requested that the Landlord refund the last month's rent deposit.
4. The Tenant testified that the Landlord initially suggested that \$900.00 would be returned to the Tenant as the Tenant was asked to vacate earlier than July 31, 2025 as the unit was

sold. Ultimately excuses were made, issues with the Landlord being short on funds among other exchanges. The Landlord never refunded the last month's rent deposit to the Tenant.

*Analysis*

5. Subsection 106(10) of the *Residential Tenancies Act 2006* states: "*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 rent period before the tenancy terminates*".
6. Based on the uncontested evidence before me, I find that 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').
7. The Tenant vacated the rental unit on June 19, 2025 on the basis of an agreement to terminate the tenancy before the end of term on July 31, 2025 and while it was evidenced on page 3 of DOC-7377887 that the Landlord agreed to return the Tenant \$900.00, this representing the last month's rent deposit the Landlord failed to do so.
8. 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 \$953.00. This amount represents:
  - \$900.00 for the last month's rent deposit.
  - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 10, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 10, 2026, the Landlord will owe interest. This will be simple interest calculated from March 11, 2026 at 4.00% annually on the balance outstanding.

**February 27, 2026**  
**Date Issued**

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Alicia Johnson  
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.