



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

File Number: LTB-T-044952-25

In the matter of: 414, 414 WHITE ARCTIC
NEPEAN ON K2J5X3

Between: MICHAEL OKOE Tenants
SANDRA ADDO

And

SUVENDRA KESHAHA Landlords
DE SILVA KESHAHA

MICHAEL OKOE and SANDRA ADDO (the 'Tenants') applied for an order determining that SUVENDRA KESHAHA and DE SILVA KESHAHA (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on January 5, 2026.

The Tenants and Landlord, De Silva Keshawa, attended the hearing.

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 Tenants \$1,000.00.
2. This is a monthly tenancy that commenced on September 23, 2023. The lawful monthly rent is \$1,200.00. The Tenants paid the Landlords a last month's rent deposit of \$1,200.00 and a security deposit of \$1,200.00.
3. In July of 2024, the Tenants gave notice to the Landlords of their intention to vacate on July 31, 2024. The Landlords agreed, stating that another tenant would be moving into the rental unit upon the Tenants providing vacant possession.
4. The Tenants paid the lawful rent for July 2024. The Landlords have only returned \$200.00 of the last month's rent deposit to the Tenants.
5. A copy of the written lease agreement was admitted into evidence. A review of the agreement establishes that the Tenants were entitled to terminate the tenancy with seven-day oral notice. The Landlords do not dispute that the Tenants advised them in early July

2024 that they would be vacating at the end of the month. As such, I am satisfied the Tenants gave notice to terminate the tenancy in accordance with the agreement.

6. Subsection 106(10) of the *Residential Tenancies Act, 2006* (the 'Act') requires a landlord to apply a rent deposit to payment of the rent for the last rent period before the tenancy terminates. In this case, as the Tenants had paid the rent for the last rent period (July 2021), the Landlords were obligated to return the last month's rent deposit. The Landlords shall be ordered to pay the Tenants \$1,000.00.
7. It should also be noted that the \$1,200.00 collected by the Landlords for a security deposit is prohibited by the Act. Subsection 105(1) provides that the only security deposit that a landlord may collect is a rent deposit collected in accordance with section 106. The Landlords collected a last month's rent deposit of \$1,200.00 and were not entitled to require the Tenants to pay \$1,200.00 in a security deposit. The Tenants have not sought the return of this security deposit in this application. The Landlords are reminded, however, that the retention of this security deposit is contrary to the Act.

The Tenants incurred costs of \$48.00 for the application filing fee and are entitled to reimbursement of these costs.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,048.00. This amount represents:
 - \$1,200.00 for the last month's rent deposit.
 - \$48.00 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

Douglas Malanka

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.

