



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-053711-25

In the matter of: 1203, 9 George Street N
Brampton ON L6X0T6

Between: Aakash Goyal Tenant

And

Christopher Sterling Landlord

Aakash Goyal (the 'Tenant') applied for an order determining that Christopher Sterling (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 17, 2026. The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord shall pay the Tenant the amounts ordered below.

Illegal rent collected

2. It was not disputed that: i) the Landlord collected a last month's rent deposit in the amount of \$2,200.00; ii) the Tenant vacated the rental unit on May 27, 2025; and iii) the lawful rent at the time was \$2,150.00. What was in dispute was when the Tenant's obligation to pay the rent ceased.
3. It was the Tenant's evidence that on May 6, 2025, he gave notice to the Landlord that he would be vacating on July 6, 2025. The Tenant stated that the Landlord accepted the notice and later agreed that he could vacate on June 1, 2025. Text messages between the parties were tendered as evidence in support of the Tenant's testimony. In the messages, on May 11, 2025, the Landlord states,

'The listing is going live tomorrow. The lock box was registered at the condo Friday or Saturday. You'll be given 24 hours notice for showings. The more time I get to clean and do any repairs or patch ups, the better. Ideally if you're out June 1-5, I'll have a small amount of time to mobilize a contractor for repairs before I get the cleaners in. I think this is

the best approach rather than you staying longer than you want to and paying more money. The move in date is listed as June 15th.

4. The Tenant responded that same day stating that he would do his best to cooperate with the Landlord and reminded the Landlord that he had paid a last month's rent deposit.
5. The Tenant sought the return of the rent he believed was illegally charged for the period of June 1 to June 20, 2025. In addition, the rent deposit collected was \$50.00 more than the rent was at the time and the Tenant requested this amount be returned as well.
6. It was the Landlord's evidence that he did not waive the 60 day notice requirement and that the Tenant chose to vacate earlier than the termination date of July 6, 2025 that the Tenant provided. The Landlord was of the view that the Tenant was responsible to pay the rent until July 6, 2025. The Landlord denied agreeing to a termination date of June 1, 2025 and stated that the Tenant wanted to vacate earlier as they did not want to pay rent past June 19, 2025.
7. According to the Landlord, the Tenant's last rent payment was received on April 21, 2025. This was for the rental period of April 20 to May 19, 2025. The Tenant did not make any further rent payments and so the rent deposit was applied to the rent for the period of May 20 to June 19, 2025. As the Tenant's notice was for July 6, 2025, the Landlord did not believe that he owed that the Tenant anything and believed that the Tenant was liable for the rent from June 20 to July 6, 2025.

Analysis

8. Subsection 44(2) of the *Residential Tenancies Act, 2006* (the 'Act') requires that 60 days notice be given for a monthly tenancy and the termination date must be last day of the rental period. This means that, if the Tenant gave the Landlord notice on May 6, 2025, the earliest termination date would be July 19, 2025.
9. That said, based on the evidence and submissions of the parties, I find that the Landlord accepted the Tenant's notice to vacate by July 6, 2025 and that it was initially agreed that the Tenant would vacate by this date.
10. However, I am not satisfied that an agreement was reached for the Tenant to vacate by June 1, 2025. This date was not specifically stated as an agreed upon date by the Landlord in the text message. Rather, the Landlord encouraged the Tenant to vacate the rental unit sometime between June 1 and June 5, 2025 so that the Landlord could get the unit ready for the next tenant to rent the unit for June 15, 2025. This coupled with the Landlord's subsequent statement '*I think this is the best approach rather than you staying longer than you want to and paying more money*' suggests that it is more likely than not that the Landlord was agreeing to end the tenancy earlier than July 6, 2025, provided that the Tenant vacated by June 5, 2025. It is implied that the Tenant accepted this condition as they vacated before June 5, 2025.
11. For these reasons, I find that there was an agreement to end the tenancy early and by June 5, 2025. Accordingly, the Tenant's obligation to pay the rent ceased on June 5, 2025.

12. This means that the Landlord collected rent in excess of the amount allowed by the Act for the period of June 6 to 19, 2025. The Tenant is owed a refund of \$989.52, which is calculated as follows: $\$2,150.00 \times 12 / 365 = \70.68 per day $\times 14$ days = \$989.52. The Landlord shall also pay the Tenant \$50.00, which represents the difference between the lawful rent and the last month's rent deposit collected.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,087.52. This amount represents:
 - \$1,039.52 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 20, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 20, 2026, the Landlord will owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.

March 9, 2026
Date Issued

Rachel Gibbons
Member, Landlord and Tenant Board

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