



Order under Section 135 Residential Tenancies Act, 2006

Citation: Tondat v Ali, 2026 ONLTB 19225

Date: 2026-03-10

File Number: LTB-T-057183-25

In the matter of: 2 (Basement), 11382 17 SideRd
Georgetown ON L7G 4S6

Between: Mathew Tondat
Christa Myers
Tenants

And

Nida Monis Ali
Kinza Faiyaz
Lifetime Rentals Inc
Landlords

Mathew Tondat and Christa Myers (the 'Tenants') applied for an order determining that Nida Monis Ali, Kinza Faiyaz and Lifetime Rentals Inc (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on February 26, 2026. Only the Tenants attended the hearing.

As of 9:18 a.m., the Landlords 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 Tenants' evidence.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay \$209.76 to the Tenants by March 21, 2026.
2. I have carefully reviewed the documentary evidence before me, the testimony of the party and I have considered the party's submissions. I refer to the material facts and relevant evidence below.

Evidence of Tenant, Matthew Tondat (MT)

3. MT testified that he moved into the rental unit on July 31, 2021 and moved out of the unit on June 27, 2025. He stated that the Landlord requested that he move out three days early so as to accommodate the Landlord.
4. MT stated that he agreed to leave the rental unit early provided that the Landlord compensated him for those three days. He provided an email from the Landlord confirming that the Landlord would be retrieving the keys for the apartment after doing a final walkthrough with the Tenant. This walkthrough happened on June 27, 2025 and the Tenant provided the key to the Landlord.
5. MT stated that although the Landlord agreed to pay him for the three days, the Landlord refused to pay the Tenant and the Tenant filed the within application. MT provided a copy of that email from the Landlord dated July 7, 2025.
6. MT has not received the compensation amount of \$161.76 ($\$1,640.00 \times 12 = \$19,680.00 / 365 = \53.92 per day) for the three days of June 28, 29 and 30 of 2025.

Analysis

7. Section 134(1.1) of the Act states that “No landlord shall, directly or indirectly, with respect to any rental unit, collect or require or attempt to collect or require from a former tenant of the rental unit any amount of money purporting to be rent in respect of a) any period after the tenancy has terminated and the tenant has vacated the rental unit; or b) any period after the tenant’s interest in the tenancy has terminated and the tenant has vacated the rental unit.”
8. I am satisfied that the Landlords charged rent to the Tenants for a time period after the Tenants vacated the rental unit, specifically for the period from June 28 – June 30, 2025. The Tenants are owed \$161.76. This is in contravention of section 134(1.1) of the Act.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$209.76. This amount represents:
 - \$161.76 for excess rent collected; and
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenants the full amount owing by March 21, 2026.

3. If the Landlords do not pay the Tenants the full amount owing by March 21, 2026, the Landlords will owe interest. This will be simple interest calculated from March 22, 2026 at 4.00% annually on the balance outstanding.

March 10, 2026
Date Issued

Carrie Bertrand
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.