



Order under Section 135 Residential Tenancies Act, 2006

Citation: VandeBogert v Behzadfar, 2026 ONLTB 20933

Date: 2026-03-10

File Number: LTB-T-058223-25

In the matter of: 2903, 327 King St W
Toronto ON M5V0W7

Between: Keller VandeBogert Tenant

And

Aneseh Behzadfar Landlord
Parvin Sadjadi

Keller VandeBogert (the 'Tenant') applied for an order determining that Aneseh Behzadfar and Parvin Sadjadi (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 26, 2026.

The Tenant and the Landlord's Agent, Parvin Sadjadi 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 must pay the Tenant \$1,736.95 by March 21, 2025.
2. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. I refer to the material facts and relevant evidence below.
3. The Landlord's Agent advised that she was not a Landlord and that she only acted as an Agent to the Landlord, Aneseh Behzadfar who is her daughter. She stated that she is the person who communicated with the Tenant regarding this matter and that she is aware of the issues and can respond to the application.

Evidence of the Tenant, Keller VandeBogert (KV)

4. KV testified that he entered into a lease with the Landlord for the period from January 19, 2025 to July 18, 2025 but he vacated on July 10, 2025 at the request of the Landlord's Agent.

5. KV stated that the monthly rent was \$3,100.00 per month and he directed me to Evidence ID# 6005155 which included email correspondence between the parties from June 7, 2025 through June 12, 2025. The Landlord's Agent stated that there were a couple of people who were interested in moving into the unit on July 1, 2025 if the Tenant was planning to leave earlier. The Tenant responded that he was not planning on leaving early but he could arrange that. The Landlord's Agent emailed the Tenant on June 12, 2025 advising him that tenants were prepared to move in on July 12, 2025 and asked whether that worked for the Tenant.
6. KV stated that he agreed to leaving in sufficient time for a new tenant to move into the rental unit on July 12, 2025 and the Landlord's Agent thanked him for his cooperation on June 16, 2025 email and confirmed his early termination.
7. KV pointed out that Parvin Sadjada confirmed that he would be compensated for leaving early in her email of June 7, 2025 where she stated that "of course I will compensate."
8. KV testified that at the commencement of the tenancy, he paid a \$700.00 pet fee and a \$300.00 key deposit as well as a last month's rent deposit. He is not seeking the reimbursement of the application fee.
9. KV is seeking the return of the illegal fees (\$1,000.00), the return of 8 days of rent ($\$101.92 \times 8 = \815.36 although he is seeking only \$700.00) and interest on his last month's rent deposit.

Evidence of the Landlord's Agent, Parvin Sadjadi (PS)

10. PS testified that she did not agree to return any unused rent and she calculated an amount of rent owed by the Tenant to the Landlord. She stated that the Tenant failed to pay for his outstanding utilities and that there were missing items in the rental unit.
11. PS stated that she simply accommodated the Tenant's request to leave earlier and that the Landlord does not owe the Tenant any overpayment.
12. PS also stated that the lease signed between the parties required the Tenant to have the rental unit cleaned professionally prior to vacating the rental unit and the Tenant failed to complete this.

Analysis

13. The Tenant's evidence was corroborated by email correspondence between the Tenant and the Landlord's Agent. The Landlord's Agent asked the Tenant if he would consider leaving early and that she would compensate him accordingly. The Tenant agreed to move out prior to July 12, 2025 so that the new tenant could move into the rental unit on July 12, 2025.
14. The Landlord Agent's testimony was contrary to the email correspondence and her allegations about utilities and missing items must be dealt with in a separate application.
15. Section 134(1.1) of the *Residential Tenancies Act*, 2006 (hereinafter referred to as 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."

16. I am satisfied that the Landlord charged rent to the Tenant for a time period after the Tenant vacated the rental unit, specifically for the period from July 11 – July 18, 2025 in the amount of \$815.36 ($\$3,100.00 \times 12/365 = \101.92 daily compensation multiplied by 8 days). This is in contravention of section 134(1.1) of the Act. The Tenant is seeking \$700.00 for this charge.
17. Section 134(1)(a) of the Act states that "Unless otherwise prescribed, no landlord shall, directly or indirectly, with respect to any rental unit, (a) collect or require or attempt to collect or require from a tenant, prospective tenant or former tenant of the rental unit a fee, premium, commission, bonus, penalty, key deposit or other like amount of money whether or not the money is refundable."
18. I am satisfied that the Landlord charged illegal fees of \$300.00 for the key deposit and \$700.00 for the pet deposit which is in contravention of section 134(1)(a) of the Act.
19. I am further satisfied that the Landlord failed to pay the Tenant interest on the last month's rent deposit as required by the Act.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,736.95. This amount represents:
 - \$700.00 for excess rent collected.
 - \$1,000.00 for the illegal charge collected.
 - \$36.95 for interest on the last month's rent deposit.
2. The Landlord shall pay the Tenant the full amount owing by March 21, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 21, 2026, the Landlord 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.