



Order under Section 135 Residential Tenancies Act, 2006

Citation: Hlies v OADA, 2025 ONLTB 61150

Date: 2026-03-20

File Number: LTB-T-010769-25

In the matter of: 1141 DOWLAND CRES
BURLINGTON ON L7T4C7

Tenant

Between: Nael Hlies

And

Landlord

Theaa Todd Oada

Nael Hlies (the 'Tenant') applied for an order determining that Theaa Todd Oada (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on August 6, 2025.

The Landlord and the Tenant attended the hearing. Anas Hlies, the Tenant's spouse, testified on behalf of the Tenant.

Due to a clerical error in order issuance, the order was not issued in a timely manner. The order has been re-dated and re-issued accordingly.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Did the Landlord retain the last month's rent deposit and unused rent illegally?

2. The application is about the Tenant requesting his last month's rent deposit back, as well as his unused rent portion returned, totaling \$3,400.00. The Tenant claims there was an agreement to terminate the Tenancy on September 15, 2024, and the Landlord's position is there was no agreement. The Tenant vacated on September 15, 2025. Rent was paid to October 31, 2024.
3. The parties agree that the tenancy began on July 1, 2024. The parties agree that on June 28, 2024, the Tenant gave the Landlord \$8,850.00 which equals three months rent, and then another \$2,900.00 on July 31, 2024, which equals another month's rent. While rent is \$2,950.00, the Landlord discounted the last rent payment by \$50.00.

4. There is no written lease in place. The Landlord indicates this was supposed to be a one year lease, and the Tenant indicates this was a month-to-month tenancy.
5. The Tenant's position is that he wanted to move out of the rental unit and move in the Milton area closer to family. On August 10, 2024, the Tenant told the Landlord in a verbal conversation he found a new place, and that he would be vacating on September 15, 2024. The Tenant indicated the Landlord was in agreement with him vacating on this date and in returning all the unused rent.
6. The Landlord indicated he agreed to terminating the tenancy on the condition that he could find new tenants. What the Landlord thought this meant was that the Tenant was not vacating until new tenants were found. Both parties agree that the Landlord had prospective tenants view the rental unit while the Tenant was still living there.
7. The Tenant vacated on September 15, 2024. Rent had been paid to October 31, 2024. The Landlord did not find any new tenants for the rental unit until December 1, 2024.

Analysis

8. A tenancy can terminate in any of one of three ways: a notice of termination, an agreement to terminate whereby all parties must agree, or by an order from the Board. Pursuant to section 37 of the *Residential Tenancies Act* ('the Act'), a tenancy can only be terminated in accordance with the Act. Here, there is not enough evidence before me to establish that the tenancy between the Tenant and the Landlord terminated via any of the three ways as permitted in the Act.
9. On any application before the Board the applicant bears the burden of proof. In this instance, that means the Tenant must lead sufficient evidence to establish that it is more likely than not that there was an agreement to terminate the tenancy on September 15, 2024.
10. The problem that occurs here is that the evidence of the Tenant and that of the Landlord is equally probable. is essentially equal but opposite. The Landlord may have said what the Tenant alleges, but he also may not have. This means that the Tenant has failed to meet their evidentiary burden of proof that he vacated the rental unit on consent with the Landlord.
11. The next questions to determine is if the Tenant was on a fixed term one year lease, and if the Tenant was, the Tenant would be responsible for rent up to the last day of the fixed term period, or if the tenancy was month to month. In absence of any written lease or any other documentary evidence indicating otherwise, I am determining that this lease was a month-to-month tenancy.
12. Because the Tenant is on a month-to-month tenancy, the Tenant is responsible for rent up to October 31, 2024. I say this for the following reasons.
13. The Tenant left the rental unit on September 15, 2024. Section 44(2) of the Act states:

A notice under section 47, 58 or 144 to terminate a monthly tenancy shall be given at least 60 days before the date the termination is specified to be effective and that date shall be on the last day of a rental period.

14. Should the Tenant have given 60 days notice from the time the Tenant notified the Landlord on August 10, 2025, to when they vacated the rental unit in accordance with s. 44(2) of the Act, the last day of tenancy would be October 31, 2024.
15. The Tenant paid rent up until October 31, 2024, therefore there is no money to be returned to the Tenant from the Landlord.
16. Under s. 88 and s.16, the Landlord is required under the Act to mitigate its losses by trying to find a replacement or new tenant to rent the unit. The Landlord indicated he posted rental advertisings and did have prospective tenants view the rental unit, but it sat empty from when the Tenant vacated on September 15, 2024, to December 1, 2024, the date it was re-rented.
17. The Tenant paid rent up unit October 31, 2024, and because the unit was not rented until December 1, 2024, there is no money to be returned to the Landlord. Therefore, this application shall be dismissed.
18. This order contains all of my reasons. No further reasons shall be issued.

It is ordered that:

1. This application is dismissed.

March 20, 2026
Date Issued

Paula West Oreskovich
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.