



Order under Section 135 Residential Tenancies Act, 2006

Citation: Monika v Naaz, 2026 ONLTB 25583

Date: 2026-03-31

File Number: LTB-T-073284-25

In the matter of: #31, 151 SILVERWOOD AVE
RICHMOND HILL ON L4S0C9

Between: Monika Monika

Tenant

And

Sean Naaz

Landlord

Monika Monika (the 'Tenant') applied for an order determining that Sean Naaz (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 23, 2026.

Only the Tenant attended the hearing.

As of 9:15 a.m., the Landlord was 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 Tenant's evidence.

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 \$748.00 by April 11, 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 the Tenant, Monika Monika (MM)

3. MM testified that she was a student and found a room where she would be paying \$700.00 per month and she arranged with the Landlord, Sean Naaz to rent a room. This room would be available to her on August 1, 2025.

4. MM stated that at first she paid \$400.00 to the Landlord on July 8, 2025 as he stated that she needed to put this money down to confirm that she would be taking the room. The Landlord then called her back on July 10, 2025 and demanded that she pay a further \$300.00 as he had to have one full month's rent. MM sent the extra \$300.00 to the Landlord.
5. MM provided e-transfer receipts for July 8, 2025 and July 10, 2025 showing a total amount of \$700.00 sent to the Landlord.
6. The Tenant stated that she received another call from the Landlord on July 15, 2025 and he requested another payment of \$700.00 despite the fact that she had already paid her last month's rent.
7. The Tenant refused to provide further monies to the Landlord and asked when she could start moving her possessions in.
8. She stated that the Landlord called her back and told her that there was no longer a room for in the house. He suggested that the Tenant contact the boys in one of the other rooms to see if she could stay with them.
9. The Tenant was extremely upset, she had no family here and only a couple of friends as she was an international student. She had no where to stay and requested that the Landlord return her \$700.00.
10. The Tenant was not provided with a key to the room that she was supposed to rent from the Landlord commencing August 1, 2025.

Analysis

11. The Tenant's evidence was corroborated by text messages and email correspondence between the Tenant and the Landlord.
12. Section 107 of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") states (1) a landlord shall repay the amount received as a rent deposit in respect of a rental unit if vacant possession of the rental unit is not given to the prospective tenant."
13. The Tenant was not provided with vacant possession of the rental unit and thus, the Landlord was obligated to return the \$700.00 to the Tenant.
14. I am satisfied that the Landlord breached section 107(1) of the Act and the Landlord shall pay the Tenant the amount of \$700.00.
15. As the Tenant is successful with her application, she is entitled to the \$48.00 application fee.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$748.00. This amount represents:
 - \$700.00 for the return of the rent deposit;
 - \$. 48.00 for the application fee.
2. The Landlord shall pay the Tenant the full amount owing by April 11, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 11, 2026, the Landlord will owe interest. This will be simple interest calculated from April 12, 2026 at 4.00% annually on the balance outstanding.

March 31, 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.