



Order under Section 135 Residential Tenancies Act, 2006

Citation: REZAEI v VYTRYKUSH, 2026 ONLTB 28567

Date: 2026-04-09

File Number: LTB-T-076268-25

In the matter of: 100, 309 MOUNT PLEASANT ROAD
TORONTO ON M4T2C2

Between: NAJMEH REZAEI Tenant

And

VITALI VYTRYKUSH Landlord
309 MOUNT PLEASANT LIMITED

NAJMEH REZAEI (the 'Tenant') applied for an order determining that VITALI VYTRYKUSH and 309 MOUNT PLEASANT LIMITED (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 1:16 p.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 the amount of \$5,402.15.
2. The Tenant testified that she moved into the rental unit in July of 2024 and that she provided a last month's deposit of \$1,600.00 and a last month's parking deposit of \$100.00 to the Landlord. At that time, she purchased furniture from Leon's Furniture which she moved into her rental unit at the commencement of her tenancy.
3. On February 5, 2025, she received an N5 from the Landlord alleging that she damaged some plumbing in the bathroom and water flooded the lower level of the building. The Tenant explained that she suffers from schizophrenia and that she was dealing with the water damage through her insurance company. The Tenant stated that she had informed the Landlord that she was arranging to have her insurer pay for the damage. The Tenant

provided an email to the Landlord dated March 15, 2025 whereby she requested an exact number so that she could get the funds from her insurer.

4. The Tenant stated that after receiving this N5 notice of termination, the Landlord continued to harass her and tell her that she had to move out of the rental unit. She stated that the Landlord told her that because she pays her rent late sometimes, he is unable to pay his mortgage on time and that she must leave the rental unit immediately.
5. The Tenant stated that after the Landlord's continued harassment for her to vacate the rental unit, she told him that she would be vacating the rental unit on June 15, 2025. She left on that date, gave her key to the superintendent, but was not well enough to gather her possessions and furniture, so she advised the Landlord and Superintendent that she would return for her possessions. Unfortunately the Tenant was hospitalized on June 26, 2025 through August 15, 2025 due to her schizophrenia and when she was released from the hospital, she contacted the Landlord. The Tenant provided a letter from the hospital setting out the dates that she had been a patient in the hospital.
6. The Tenant requested that the Landlord return her last month's rent and allow her to retrieve her possessions and clothes that she had left in the rental unit.
7. The Tenant stated that the Landlord refused to respond, he refused to return her last month rent of \$1,700.00 and he refused to allow her to retrieve her furniture and belongings. The Tenant had just purchased that furniture on July 7, 2024 right before moving into her first apartment and she required that furniture for another unit.
8. The Tenant provided her invoices from Leon's for the furniture that she purchased in July of 2024. Unfortunately the Tenant lost many more possessions than just the furniture but with these invoices, I am able to calculate the amount of money the Tenant is owed for her furniture.

Law and Analysis

9. Section 106 1) of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") states "A landlord may require a tenant to pay a rent deposit with respect to a tenancy if the landlord does so on or before entering into the tenancy agreement and 2) The amount of a rent deposit shall not be more than the lesser of the amount of rent for one rent period and the amount of rent for one month."
10. Further section 106(10) states "A landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy termination."
11. The Landlord did not use the Tenant's last month rent deposit to pay for the last month of the Tenant's tenancy. The Tenant was forced to pay rent for the period May 15 – June 15, 2025 and the rent deposit was not returned to the Tenant. This is prohibited by the Act. The Tenant's last month's rent deposit shall be returned to the Tenant.
12. Section 32(1) of the Act provides that "a tenancy may be terminated only in accordance with this Act."

13. Further, section 39 provides that “a landlord shall not recover possession of a rental unit subject to a tenancy unless, (a) the tenant has vacated or abandoned the unit; or (b) an order of the Board evicting the tenant has authorized the possessions.”
14. Section 40 of the Act provides that “no landlord shall, without legal process, seize a tenant’s property for default in the payment of rent or for the breach of any other obligation of the tenant.”
15. Finally, section 79 provides that “if a landlord believes that a tenant has abandoned a rental unit, the landlord may apply to the Board for an order terminating the tenancy”. However section 2(3) provides that “a tenant has not abandoned a rental unit if the tenant is not in arrears of rent.”
16. The Tenant made it clear to the supervisor and the Landlord that she was handing over the key on June 15, 2025 but that she would be returning for her possessions and furniture. The Tenant was not in arrears of rent at that time as the Landlord failed to use her last month’s rent deposit for the last month of her testimony.
17. Based on the evidence before me, I am satisfied that the Landlord entered the rental unit illegally and disposed of the Tenant’s property without her knowledge and without her consent. The Landlord has breached numerous requirements under the Act and a remedy must flow to the Tenant.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$5,402.15. This amount represents:
 - \$1,700.00 for the last month's rent deposit; and
 - \$3,702.15 for the proceeds of the sale of the Tenant’s furniture.
2. The Landlord shall pay the Tenant the full amount owing by April 20, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 20, 2026, the Landlord will owe interest. This will be simple interest calculated from April 21, 2026 at 4.00% annually on the balance outstanding.

April 9, 2026
Date Issued

Carrie Bertrand
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.