



Order under Section 135 Residential Tenancies Act, 2006

Citation: Costa Matos Carvalho Alencar v Niazi, 2026 ONLTB 28628

Date: 2026-04-13

File Number: LTB-T-073531-25

In the matter of: 12, 7789 KALAR RD
NIAGARA FALLS ON L2H3T8

Between: Leonardo Costa Matos Carvalho Alencar Tenants
Yasmim Evelyn Fragoso

And

Haseeb Niazi Landlord

Leonardo Costa Matos Carvalho Alencar and Yasmim Evelyn Fragoso (the 'Tenants') applied for an order determining that Haseeb Niazi (the 'Landlord') collected or retained money illegally.

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

The Landlord and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants the amount of \$2,248.00 by April 24, 2026.
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.

Evidence of Tenant, Leonardo Costa Matos Carvalho Alencar

3. The Tenant testified that he and his spouse moved into the rental unit on March 15, 2023 and in early 2025, the Landlord told him that he could no longer afford to keep the rental house. The Landlord told him on March 1, 2025 that he would have to move out because he was putting the house on the market.
4. The Tenant did not want to move out of the rental unit but the Landlord was very persistent with his verbal requests that he needed the Tenants to move out of the rental unit. Based

on the Landlord's request, the Tenant allowed a realtor to prepare the house for sale and to take pictures of the house for the showing at the beginning of March of 2025.

5. The Tenant stated that it was very difficult to find new accommodations, but he found another apartment and told the Landlord that he would be out by June 30, 2025. However, due to the Landlord's request for him to leave earlier than that date, he and his spouse vacated the rental unit on May 30, 2025.
6. The Tenant requested that the Landlord return his last month's rent to him as required by the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act"). Although the Tenant contacted the Landlord many times, the Landlord refused to return the last month's rent deposit.

Evidence of Landlord, Haseeb Niazi

7. The Landlord stated that he has always had a good relationship with the Tenants and he would have preferred not to sell but he had no choice financially.
8. The Landlord stated that he told the Tenants that if they were unable to find other accommodations, they could stay at his brother's property.
9. The Landlord confirmed that he gave the Tenants verbal notice on March 1, 2025 that he would be selling the house which would mean that the Tenants would have to leave now or after the house sold. He did not provide a reason why he did not return the last month's rent deposit.

Analysis

10. Section 134(1.1) of the Act provides: 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.
11. I am satisfied the Tenants paid the Landlord a last month's rent deposit of \$2,200.00 on March 15, 2023 and the Landlord failed to apply that deposit to the month of May, 2025. This is prohibited by the Act. The Landlord shall return the amount of \$2,200.00 to the Tenants forthwith.
12. The Tenants were successful with their application and are entitled to their application fee of \$48.00.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$2,248.00. This amount represents:
 - \$2,200.00 for the last month's rent deposit; and
 - \$48.00 for the cost of filing the application.

2. The Landlord shall pay the Tenants the full amount owing by April 24, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by April 24, 2026, the Landlord will owe interest. This will be simple interest calculated from April 25, 2026 at 4.00% annually on the balance outstanding.

April 13, 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.