



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-107401-25

In the matter of: A-1676, 1676 Fischer Hallman Road
Kitchener ON N2R0H9

Between: Milad Ahmad Popalzai Tenant

And

Chathupa Udayanga Paragoda Liyanage Landlord

Milad Ahmad Popalzai (the 'Tenant') applied for an order determining that Chathupa Udayanga Paragoda Liyanage (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 15, 2026.

The Landlord and the Tenant attended the hearing.

At the hearing, I did not permit the Tenant to rely on the evidence they had uploaded to the portal as the Tenant had failed to serve their disclosure evidence on the Landlord at least 7 days in advance of the hearing. The Tenant submitted that they were not aware of the disclosure rules regarding evidence. Since the Tenant failed to comply with *Rule 3 of the Landlord and Tenant Board's Rules of Procedure*, the hearing continued with only the Tenant's oral testimony. The rules are available online for parties to familiarize themselves with prior to their hearing. This application was filed on December 21, 2025, providing the Tenant with ample time to familiarize themselves with the Rules.

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.

Illegal charge collected

2. The parties agreed that the Tenant was originally on a one year lease agreement, which began December 1, 2023 and ended on November 30, 2024, in which the tenancy went on a month to month basis.

3. The Landlord did not collect a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act'). The parties agreed that the Tenant vacated the rental unit on July 31, 2025 without providing the Landlord with any written notice to vacate.
4. The parties further agreed the only notice provided by the Tenant was a verbal conversation with the Landlord, which occurred on July 15, 2025. The Tenant testified that the Landlord agreed to the early termination date of July 31, 2025 because there were bedbugs in the rental unit. The Landlord did not agree with the Tenant's version of events. The Landlord testified that he never informed the Tenant that he was able to vacate the rental unit early.
5. Section 37 of the Act provides that a tenancy may be terminated only in accordance with the Act. In accordance with sections 44(2) and 47 of the Act, the earliest termination date the Tenant could have specified on a notice of termination given on July 15, 2025 was September 30, 2025 (60 days from the date of the notice and also on the last of the rental period). The Tenant's notice to vacate on July 31, 2025 could not have been a valid notice as it does not comply with the Act.
6. However, Section 37(3) of the Act stipulates that a notice of termination need not be given if a landlord and a tenant have agreed to terminate a tenancy.
7. The word "agreed" is not defined in the Act, but the meaning of an agreement is well established in the common law of contract. An agreement is formed when one party communicates an offer to the other, and the offeree communicates its acceptance.
8. I agree with the analysis in *Dadiala v Griffin*, [2001] O.R.H.T.D. No 84, in which the Ontario Rental Housing Tribunal recognized that while a notice of termination under the Act must be in a form prescribed by the Act, an otherwise deficient notice of termination provided by a tenant can support a finding of the existence of an agreement to terminate a tenancy if it is accepted by the landlord. However, the landlord's acceptance must be "unequivocal", and it must also be clear that there is a meeting of the minds.
9. Based on the evidence adduced at the hearing, I am not satisfied on a balance of probabilities that the parties agreed to terminate the tenancy for July 31, 2025. What we have in this situation is a "they said – they said" situation, in which both parties do not agree on a date of termination. On a balance of probability, I am not satisfied the Landlord agreed to terminate the tenancy on July 31, 2025. I make this finding because the Tenant did not adduce any documentary evidence to substantiate their position. I would have reasonably expected the Tenant to adduce documentary evidence, such as email correspondences with the Landlord regarding their mutual agreement to terminate the tenancy early, or perhaps call forward witnesses that were present during the conversations the Tenant had with the Landlord regarding the early termination of the tenancy.
10. The Landlord testified that once the Tenant vacated the rental unit, he immediately began renovating the rental unit because of the Tenant's assertion that there was bedbugs in the unit. The Landlord had to remove the carpet and any remaining furniture in the rental unit. I make no finding in regard to the bedbug issue as it is not an issue before me, but parties both agreed that the reason the Tenant vacated was because he stated there were bedbugs in the rental unit.

11. The Landlord testified the renovations had taken a month and the Landlord was unable to find a new tenant until November 1, 2025. Therefore, the Tenant's last month rent deposit was applied to the last month of tenancy, which would have been September 2025 rent, the earliest termination date based on when the Tenant notified the Landlord they were vacating.

12. The Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

April 20, 2026
Date Issued

Vishal Nanda
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.