



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-076033-25

In the matter of: 105, 408 DUNDAS ST S
CAMBRIDGE ON N1R0E8

Between: Mohammed Muqthar Ali Syed Tenant

And

Nadia Shah (Eggens) Landlord

Mohammed Muqthar Ali Syed (the 'Tenant') applied for an order determining that Nadia Shah (Eggens) (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 25, 2026.

Only the Tenant attended the hearing.

As of 10:07 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 to the Tenant \$3,348.00 on or before May 9, 2026.

Illegal Charge Collected

2. The Tenant asserts that the Landlord collected a rent deposit as permitted by section 106 of the Act however, the Landlord required payment of the first month's rent in addition to the deposit.
3. It is typical in a landlord and tenant relationship for a landlord to require payment of the first month's rent prior to taking possession of a rental unit. Further, a first month's rent is not a prohibited illegal charge pursuant to section 134 of the Act.
4. Accordingly, I do not find that the Landlord did not collect a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act').

The parties entered into a tenancy agreement and the Landlord did not give the Tenant access to the rental unit

5. The Tenant testified that they found the rental unit through a listing on Facebook marketplace. The Tenant viewed the rental unit and negotiated the monthly rent with the Landlord. A copy of a lease agreement was sent to the Tenant on June 16, 2025, and the Tenant paid a rent deposit to the Landlord in the amount of \$1,650.00 on June 20, 2025.
6. The tenancy agreement was to commence on August 15, 2025, and the Tenant's evidence is that the Landlord reached out in July and requested payment of the first month's rent. The Tenant sent another \$1,650.00 to the Landlord on July 28, 2025.
7. The Tenant testified that just a few days prior to the commencement of the tenancy the Landlord started sending them rental listings for other rental units in the area and advised the Tenant that similar rental units were being advertised with higher rents.
8. The Tenant advised the Landlord that they agreed on the rent amount of \$1,650.00 and the Landlord cannot arbitrarily increase the rent. After the Tenant reached out multiple times the Landlord called the Tenant and advised him that the "lease was cancelled" and she had sold the property.
9. The Tenant's evidence is that the Landlord offered the Tenant the opportunity to rent from the new landlord and ultimately agreed to provide the Tenant with a refund of the deposit and first month's rent after the police became involved. The Tenant testified that to date, the Landlord had not returned any of the money that was paid.
10. The Tenant was asked whether the Landlord had actually sold the rental unit and the Tenant gave evidence that he saw the rental unit listed on Facebook marketplace by the Landlord with a rent of \$1,900.00. The Tenant further testified that he spoke to the new tenants who rented the unit who said their landlord was "Nadia".
11. Section 107 of the Act provides:

107 (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.

12. Based on the uncontested evidence before me, I am satisfied that the Landlord did not sell the property. I find that the Landlord collected a rent deposit but did not give the prospective Tenant vacant possession of the rental unit. Therefore, the Landlord must repay the rent deposit. The total amount the Tenant paid to the Landlord is \$3,300.00.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$3,348.00. This amount represents:
 - \$3,300.00 for the illegal charge collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 9, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by May 9, 2026, the Landlord will owe interest. This will be simple interest calculated from May 10, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 28, 2026
Date Issued

Kyle McGraw
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.