



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-105437-25

In the matter of: 20 Marsha Dr
Scarborough ON M1T 2S5

Between: Alfred Owusu Sekyere Tenant

And

Jawad Ali Landlord

Alfred Owusu Sekyere (the 'Tenant') applied for an order determining that Jawad Ali (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 27, 2026.

The Landlord's representative, Arif Hussain and the Tenant attended the hearing.

Determinations:

Preliminary Issues:

Request for T1 Application to be Dismissed

1. The Landlord's representative submits that the rental address is incorrect and therefore the application must be dismissed. The Landlord's representative submits that the rental unit is "20 Marsha Dr Scarborough ON M1T 2S5" and not "20 Marsha Dr Village Green, Scarborough, ON M1T 2S5". Further the Landlord's representative states that the Lease Agreement supports their position.
2. The Tenant agrees with the Landlord insofar as the rental unit address should not have included "Village Green" within the address and submits that this must have been a clerical error on the application but disagrees that the application should be dismissed due to the clerical issue.
3. The correct rental address is undisputed by the parties, and the Landlord suffered no prejudice as a result of the clerical error. Therefore, I do not find that the Tenant's Application should be dismissed. I am guided by Rule 15.4 of the Board's Rules of Procedure and find there is no prejudice to either party in allowing the amendment and would be consistent with providing a fair and expeditious hearing.

4. Accordingly, pursuant to Rule 15.4 the application shall be amended.

Does the Landlord and Tenant Board have Jurisdiction to hear the Application?

5. On the Board's motion I sought to clarify whether the Board had jurisdiction to hear the application.
6. On page 2 of the Lease Agreement (DOC- 7325745) it states, "the kitchen and washroom are shared". Subsection 5(i) of the *Residential Tenancies Act, 2006* (the 'Act') provides that the Act does not apply to living accommodations where the tenant is required to share a kitchen or bathroom with the owner, the owners spouse, child or parent.
7. In this case it was undisputed that the accommodations were solely shared with other tenants and not the owner, the owners spouse, child etc. Accordingly, I find that the Board has jurisdiction to hear the application.

T1 Application

8. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
9. This application is about the return of a last month's rent deposit. The Tenant paid the Landlord a rent deposit of \$855.00 on July 25, 2025.
10. Pursuant to s. 106(10) of the Act a landlord is mandatorily required to apply a last month's rent deposit to the last month of the tenancy. This mean the first question before the Board here is: when did the tenancy terminate?
11. The parties agree that they had a written tenancy agreement with a fixed term of 12 months commencing on August 1, 2025. They also agree that the Tenant moved out of the rental unit and returned the keys to the Landlords on December 1, 2025.
12. The difficulty here is that moving out of the rental unit does not legally terminate the tenancy. Under the Act a tenancy is terminated by Board order, by valid notice to terminate or by agreement.
13. The Tenant's testimony was undisputed. The Tenant testified that they had an emergency that required them to vacate the rental unit. The Tenant stated they provided the Landlord 5-days notice that they were vacating the rental unit. Finally, the Tenant submits that the Landlord has a duty to mitigate and states that the Landlord has failed to fulfill their obligation to mitigate their losses as required by the Act.
14. The Landlord testified that the Tenant provided 3-day verbal notice that the Tenant was vacating and while he agrees that the Tenant verbally advised of a medical emergency, they received no supporting documentation regarding the emergency. The Landlord did not agree to terminate the tenancy early.
15. Further, the Landlord's representative submits that they did attempt mitigate, they state that they contacted friends and family and posted the rental unit online, although could not

provide specific dates that the rental unit was posted online. They state that they were able to re-rent the rental unit as of January 1, 2026.

Analysis

16. Section 47 outlines that a Tenant may terminate a fixed-term tenancy in accordance with s.44. Even if I accept the Tenant's testimony that they informed the Landlord they required to terminate their tenancy due to an emergency with 5-days notice, the Tenant's notice does not comply with subsection 44(3). Furthermore, there was no agreement with the Landlord to terminate the tenancy early.
17. Therefore, the tenancy did not lawfully terminate when the Tenant vacated on just a few days notice on December 1, 2025.
18. Pursuant to s. 88(3) of the Act the Tenant's liability for the rent ended when the Landlords re-rented the unit for January 1, 2026. This means that the deposit should be applied to the rent due under the Lease Agreement for the month of December 2025, unless the evidence establishes the Landlords failed to take reasonable steps to minimize their losses by re-renting the unit as soon as possible. (See ss. 88(4) and 16.)
19. I find that there is insufficient evidence to establish that the Landlord failed to reasonably mitigate their losses and could have found a new tenant to rent the unit earlier than January 1, 2026. In this case the unit was re-rented only one month after the Tenants vacated which seems reasonable in the circumstances.
20. As a result, and pursuant to s. 106(10) of the Act, the Landlords were correct in applying the deposit to the rent due for the month of December 2025. Therefore, they are not retaining the deposit in contravention of the Act and the Tenant's application must be dismissed.
21. This order contains all of the reasons for my decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant's application is dismissed.

May 7, 2026
Date Issued

Angela Smith
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.