



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-004120-26

In the matter of: 788 ADELAIDE ST N
LONDON ON N5Y2L9

Between: Pinar Dalgic Tenant

And

Ahmad Hamdan Landlord

Pinar Dalgic (the 'Tenant') applied for an order determining that Ahmad Hamdan (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 9, 2026.

The Landlord and the Tenant attended the hearing.

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 \$797.72.

Rent deposit not applied to last month of tenancy

2. The Landlord did not use the Tenant's rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenant. This is prohibited by the *Residential Tenancies Act, 2006* (the 'Act').

Tenant's Evidence

3. The Tenant testified that the tenancy commenced on March 1, 2023, and terminated on December 31, 2025. Monthly rent was \$700.00. The Tenant stated that at the start of the tenancy, she paid a total of \$1,400.00 to the Landlord, representing first and last month's rent. In support, the Tenant relied on Document ID #7155508 ("Exhibit 1"), which includes proof of payment showing \$700.00 attributed to the last month's rent deposit ("LMR").
4. The Tenant testified that despite having paid a last month's rent deposit, she also paid rent for December 2025. As evidence, the Tenant submitted Document ID #7155511, showing an e-transfer to the Landlord for December 2025 rent. The Tenant stated that she informed

the Landlord of her intention to vacate the rental unit due to conflicts with another occupant in the shared house, which made her feel unsafe and harassed. She testified that she first communicated this intention on November 13, 2025, and again on December 3, 2025.

5. The Tenant relied on Document ID #7155514, consisting of WhatsApp messages in which the Landlord acknowledged her intention to vacate and discussed inspection of the rental unit. The Tenant also submitted Document ID #7155517, an email dated January 11, 2026, requesting the return of her last month's rent deposit. The Tenant acknowledged that she did not submit documentary evidence of the November 13, 2025, message.
6. The Tenant seeks the return of the \$700.00 last month's rent deposit, interest on the deposit, and reimbursement of the \$48.00 application filing fee.

Landlord's Evidence

7. The Landlord testified that the Tenant was subject to a fixed-term lease that was to expire on January 31, 2026, as supported by Document ID #7155515. The Landlord stated that the Tenant did not provide the required 60 days' notice of termination under the Act.
8. The Landlord testified that he offered the Tenant an alternative room in the same property at an increased rent of \$100.00, and that the Tenant initially accepted this offer, with a proposed move in December 2025. During cross-examination, the Tenant acknowledged that on December 3, 2025, she informed the Landlord that she had signed a new lease elsewhere and would be vacating.
9. The Landlord further relied on a WhatsApp message dated December 9, 2025, in which the Tenant indicated she would likely move on December 27, 2025, and leave the keys on January 1, 2026. The Tenant acknowledged sending this message. The Landlord submitted that the unit has not been re-rented and that repairs are being undertaken. The Landlord stated that the unit was listed on Facebook Marketplace but provided no documentary evidence of efforts to mitigate losses.
10. The Landlord maintained that due to the Tenant's failure to provide proper notice, he was entitled to retain the last month's rent deposit.
11. The Tenant's application seeks the return of the last month's rent deposit and interest pursuant to section 106 of the Act. Section 106(1) of the Act permits a landlord to require a tenant to pay a rent deposit to be applied to the last month of the tenancy. Section 106(10) requires a landlord to pay interest on that deposit annually. The evidence before me establishes that the Tenant paid a last month's rent deposit of \$700.00 at the commencement of the tenancy. It is also undisputed that the Tenant paid rent for December 2025.

Analysis

12. The central issue is whether the Landlord was entitled to retain the last month's rent deposit or whether it ought to have been applied to December 2025 rent. The purpose of a last month's rent deposit is strictly limited. It may only be applied to rent for the last month of the tenancy and cannot be retained as compensation for damages or losses arising from insufficient notice. This principle is well established under section 106 of the Act.

13. Even where a tenant fails to provide proper notice under section 44 of the Act, a landlord is not entitled to retain the last month's rent deposit in addition to receiving rent for the final month. To do so would result in the landlord receiving double rent for the same period, which is not permitted under the Act. In this case, the Tenant paid rent for December 2025, which was the final month of her occupancy. As such, the Landlord was required to apply the last month's rent deposit to that period instead of collecting an additional rent payment.
14. If the Landlord believed he suffered losses due to insufficient notice, the proper course would have been to file a separate application seeking compensation. The Landlord did not do so. Accordingly, I find that the Landlord improperly retained the last month's rent deposit in contravention of section 106 of the Act.
15. The Tenant is also entitled to reimbursement of the \$48.00 filing fee.

Interest on rent deposit owing

16. The Landlord failed to pay the Tenant interest on the last month's rent deposit, as required by the *Residential Tenancies Act, 2006* (the 'Act'). With respect to interest, section 106(6) of the Act requires that interest be paid annually on the last month's rent deposit at the guideline rate. Based on the evidence before me, I find that \$49.72 is the supported amount.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$797.72. This amount represents:
 - \$700.00 for the last month's rent deposit.
 - \$49.72 for interest on the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 12, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 12, 2026, the Landlord will owe interest. This will be simple interest calculated from May 13, 2026, at 4.00% annually on the balance outstanding.

May 1, 2026
Date Issued

Nathan Korenberg
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.