



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-101632-25

In the matter of: 200 LADY ANGELA AVE
OSHAWA ON L1L0K3

Between: Brenna Doherty Tenant

And

Suhail Madani Landlord

Brenna Doherty (the 'Tenant') applied for an order determining that Suhail Madani (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 30, 2026.

Only the Tenant attended the hearing.

As of 9:37 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 shall be required to compensate the Tenant pursuant to the terms of this order.
2. The Tenant moved into the rental unit on June 1, 2024, at which time the Tenant provided the Landlord with a last month's rent deposit in the amount of \$1,100.00.
3. On or about mid to late October 2025, the Landlord informed the Tenant that he has defaulted on his financial obligations for the home and that he may lose the property with the Tenant being forced to vacate. It was at this time that the Landlord asked the Tenant to vacate the unit due to the circumstances.
4. The Tenant testified to informing the Landlord that she would be vacating the unit on November 15, 2025, a date which the Landlord was agreeable to.
5. The Tenant vacated the rental unit on November 15, 2025.
6. The Landlord applied the rent deposit to the rental period of November 2025.

7. The Landlord has failed to return to the Tenant, the sum of \$550.00 representing half of the rent deposit. The Tenant believes that she should be entitled to half of the deposit back because she vacated the unit on November 15, 2025, pursuant to the Landlord's request. The deposit would have covered the rental period of November 1, 2025, through to November 30, 2025.
8. Based on the uncontested evidence, I am satisfied that the Landlord did not use a portion of the Tenant's rent deposit to pay for the last rental period of the tenancy and did not return that portion of the deposit to the Tenant. This is prohibited by the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord shall be required to return the unused portion of the deposit in the amount of \$550.00.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$598.00. This amount represents:
 - \$550.00 for the unused portion of 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 15, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 15, 2026, the Landlord will owe interest. This will be simple interest calculated from May 16, 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.

May 4, 2026
Date Issued

Ilan Shingait
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.