



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-088016-25

In the matter of: 77 SCHMELTZER CRES
RICHMOND HILL ON L4E1J1

Between: Yegor Chigrin Tenant

And

Behrouz Izadi Landlord

Yegor Chigrin (the 'Tenant') applied for an order determining that Behrouz Izadi (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 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 the Tenant \$3648.00.

Charge Illegally Retained:

2. The Tenant testified that he paid \$14,400.00 for a rent deposit for the last 4 months of rent. When the Tenant vacated on September 1, 2025, the Landlord returned \$10,800.00 and did not return \$3,600.00 for the last month of rent.
3. The Landlord at first testified that he kept the \$3,600.00 as there were damages to the property when the Tenant vacated. The Landlord then testified that the Tenant only provided notice he would be vacating in mid-August 2025, so he kept the last month of rent for the lack of 60 days' notice. The Tenant testified that he had given 30 days' notice and the Landlord texted him that it was no problem. The Landlord then acknowledged that the Tenant did give 30 days' notice.
4. When asked what he had done to mitigate his losses, the Landlord indicated he only listed the property for lease on August 26, 2025, almost 30 days after the Tenant gave their notice to terminate. The Landlord testified that he was travelling at the time so could not sign the paperwork to list the rental property, however the Landlord later testified that he had used e-signature on the documents, which could have been done at any time. The

Landlord then testified that he had delayed listing the rental unit as his mother was considering moving in and he was not sure if he wanted to re-list the property at first. The Landlord also testified he wanted to paint the property and fix the grass before listing it for lease.

5. I find that the Landlord did not take any reasonable step to mitigate his losses under section 16 of the *Residential Tenancies Act, 2006* (the 'Act'), and the delay to re-listing the property was due to him not knowing if he wanted to re-list the rental unit. In these circumstances, it would be unfair to allow the Landlord to retain any of the Tenant's rent deposit. As such, I find on a balance of probabilities that the Landlord did illegally retain the last months rent deposit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$3,648.00. This amount represents:
 - \$3,600.00 for the last months rent deposit;
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 17, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 17, 2026, the Landlord will owe interest. This will be simple interest calculated from May 18, 2026 at 4.00% annually on the balance outstanding.

May 6, 2026
Date Issued

Allana McComb
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.