



Order under Section 135 Residential Tenancies Act, 2006

Citation: Lawrence v Pooran, 2026 ONLTB 13473

Date: 2026-05-12

File Number: LTB-T-069083-25

In the matter of: Basement, 4 MANORCREST ST
BRAMPTON ON L6S2W9

Between: Keisha Lawrence Tenant
David Henry Lawrence

And

Partap Pooran Landlord
Ryan G Pooran

Keisha Lawrence and David Henry Lawrence (the 'Tenants') applied for an order determining that Partap Pooran and Ryan G Pooran (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on February 2, 2026.

The Tenants and the Landlord Ryan Pooran 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 the amount owing as noted below.
2. The Landlord gave the Tenant a notice of termination under section 49 of the *Residential Tenancies Act, 2006* (the 'Act') and did not pay the Tenant the compensation required by the Act. The Landlord indicated that they signed an Agreement of Purchase and Sale of the rental unit and that the purchaser intends to move into the rental unit.
3. It was uncontested that the Landlord served the N12 Notice of Termination with a termination date of August 31, 2024.
4. It was uncontested that the Tenants vacated on August 31, 2024.
5. The Tenants did not agree to vacate the unit by September 1, 2024. I find the N11 Agreement to End the Tenancy, with a termination date of September 1, 2024, does not establish that there was an agreement to terminate the Tenancy. The N11 was not

signed by the Tenants, and the N11 is signed by the Landlords and dated September 1, 2024, which corresponds to the termination date on the N11. The Tenants evidence, which I accept, was that the Landlords presented it to them for signature on or about the date they moved out, but the Tenants refused to agree to termination the tenancy. I accept that the Tenants vacated on August 31, 2024, due to receiving the N12 notice which was given to them by the Landlords.

6. The Landlords have not compensated the Tenants in an amount equal to one month's rent nor did they offer the Tenants another rental unit acceptable to the Tenants as required by section 49.1 of the RTA.
7. It is uncontested that the lawful rent was \$1,350.00 at the time.
8. The Landlords claim that they applied the compensation toward July's rent is not accepted. The Tenants assert they have not been compensated. The Landlords' assertion that they provided compensation is not supported by a receipt, rental ledger, nor any correspondence which would indicate that the compensation was provided to the Tenants. I find that the compensation remains outstanding.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$1,398.00. This amount represents:
 - \$1,350.00 for the compensation owing.
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenants the full amount owing by May 27, 2026.
3. If the Landlords do not pay the Tenants the full amount owing by May 27, 2026, the Landlords will owe interest. This will be simple interest calculated from May 28, 2026, at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 12, 2026
Date Issued

Jeanie Theoharis
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.