



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-004122-26

In the matter of: 326, 8960 JANE ST
CONCORD ON L4K2M9

Between: Sohair Beshay Tenants
Badie Khalil

And

Kanesathas Thirunavukkarasu Landlord

Sohair Beshay and Badie Khalil (the 'Tenants') applied for an order determining that Kanesathas Thirunavukkarasu (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 12, 2026.

The Landlord and the Tenants' agent, George Khalil ("G.K."), attended the hearing.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Illegal rent collected

2. G.K. testified that on October 12, 2025, one of the Tenants, Sohair Beshay ("S.B.") passed away and that the Tenants' estate notified the Landlord immediately. The parties agreed the Tenants had signed a fixed term lease ending on February 14, 2026. G.K. said that the Landlord failed to mitigate their losses as the rental unit was not successfully re-rented out after the Tenants had provided the Landlord with notice to end their tenancy early. G.K. agreed that on August 1, 2025, at the request of the Tenants, the Landlord had listed the rental unit for re-rent, but on the same day, the Tenants asked the Landlord to de-list it from MLS, which he did.
3. The Landlord, who is a licensed realtor, testified that he does not agree with the Tenants' version of events. Specifically, the Landlord said they attempted to mitigate losses as they listed the rental unit for lease originally on August 1, 2025, at the request of the Tenants, but also delisted it the same day at the Tenants' request. Then the Landlord listed the rental unit for lease again from November 14, 2025 up to December 29, 2025 and then

again from December 29, 2025 to January 14, 2026, with no successful tenants found. The Landlord adduced documentary evidence at the hearing, in the form of a copy of the MLS listing, which supports his position that the rental unit was in fact listed for rent during the date ranges above.

4. I find that the Landlord did not collect rent illegally. I make this finding because the parties agreed that after S.B. passed in October 2025, Badie Khalil ("B.K"), the other legally named Tenant, had still remained in possession of the rental unit right up to February 2026. During the period the Tenants remained in possession of the rental unit, they are liable to pay rent. Although the Landlord has the onus to mitigate their own losses, this is only if the Tenants are no longer in possession of the rental unit and have vacated, in which case, the Landlord would be able to have other tenants move into the rental unit and start charging them rent. That is not the case here. Although the Tenants are seized living in the rental unit, G.K. testified that they would periodically visit the rental unit to remove their belongings, and I understand this to mean, the Tenants remained in possession until February 2026.
5. Therefore, I find the Landlord did not collect rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act').

It is ordered that:

1. The Tenants' application is dismissed.

May 20, 2026
Date Issued

Vishal Nanda
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.