



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-103317-25

In the matter of: 2462 Bridle Road
Oshawa ON L1H7K4

Between: Abdul Ahad Khan Tenant

And

Sultan Hameed Landlord

Abdul Ahad Khan (the 'Tenant') applied for an order determining that Sultan Hameed (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 7, 2026.

Only the Tenant attended the hearing.

As of 9:29 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 must pay the Tenant \$898.00.

Rent Deposit not Applied to the Last Month of Tenancy:

2. The Tenant testified that he moved into the rental unit on October 1, 2025, and he paid first and last month's rent in the amount of \$850.00 per month. The Tenant submitted supporting documentation to prove that this was paid. The Tenant testified that there was no lease, and he notified the Landlord on November 11, 2025 that he would be vacating the rental unit at the end of November 2025 due to cleanliness issues with the other tenants.
3. The Tenant testified he texted the Landlord as well as his wife on November 11, 2025, however, neither responded to his messages. The Tenant further testified he saw the Landlord's wife in person near the end of November, and she told the Tenant they did not have any money to return the Tenant's last month's rent deposit. The Tenant testified that

Landlord's have not been in contact since he moved out on November 30, 2025. The Tenant also submitted supporting evidence to show that he paid the Landlord for November 2025 rent.

4. While the Tenant may have given inadequate notice that they intended to vacate the unit, there is no evidence of mitigation from the Landlord as they did not attend. In the absence of any evidence of mitigation, I am not prepared to find that the Landlord did mitigate their losses.
5. I am satisfied on a balance of probabilities that the Tenant has established through his uncontested evidence that 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').

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$898.00. This amount represents:
 - \$850.00 for 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 June 1, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 1, 2026, the Landlord will owe interest. This will be simple interest calculated from June 2, 2026 at 4.00% annually on the balance outstanding.

May 21, 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.