



Order under Section 135 Residential Tenancies Act, 2006

Citation: NWADUGBO v HOSSAIN, 2026 ONLTB 38224

Date: 2026-05-25

File Number: LTB-T-001751-26

In the matter of: 8 FORBES RD
SCARBOROUGH ON M1P1K9

Between: CHUKWUGOZIEM NWADUGBO Tenant

And

IQBAL HOSSAIN Landlord

CHUKWUGOZIEM NWADUGBO (the 'Tenant') applied for an order determining that IQBAL HOSSAIN (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 5, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Tenant is asking the Board to order the return of payments made for the last month's rent deposit (the 'LMR') and a cleaning deposit. As explained below, the Tenant proved only the allegations regarding the cleaning deposit on a balance of probabilities. Therefore, the Landlord must return the \$500 collected for the cleaning deposit.
2. The parties entered into a twelve-month fixed term tenancy running September 1, 2025, to August 31, 2026. The Tenant paid the Landlord a LMR of \$1,200 and a cleaning deposit of \$500, along with the \$1,200 September rent.
3. The Tenant alleges that they discovered mold in the rental unit after taking possession and moving their furniture in. The Tenant notified the Landlord on September 5, 2025, that they wanted to terminate the tenancy and the Tenant vacated the rental unit on September 27, 2025.
4. The Tenant did not give proper notice of termination. Section 44(4) of the *Residential Tenancies Act, 2006* (the 'Act') states:

A notice under section 47, 58 or 144 to terminate a tenancy for a fixed term shall be given at least 60 days before the expiration date specified in the tenancy agreement, to be effective on that expiration date.

5. The Act allows for limited exceptions to the 60-day notice period, but the Tenant offered no evidence that any exception applies in this case. Having failed to provide proper notice of termination, the Tenant remains responsible for the rent until either the tenancy agreement expires, or the landlord secures a new tenant for the rental unit.
6. Section 88(4) of the Act requires a landlord to take reasonable steps to minimize losses when a tenant abandons or vacates a rental unit without proper notice. In this case, the Landlord advertised the rental unit on multiple social media sites and interviewed prospective tenants. The Landlord was able to enter into another tenancy agreement beginning in November 2025, and I am satisfied that the Landlord took reasonable steps to mitigate their losses. I find the Tenant is responsible for the rent for September and October, therefore the Landlord did not illegally retain the LMR.
7. The Landlord collected and retained a \$500 cleaning deposit from the Tenant. There is no provision in the Act that allows a Landlord to collect a damage deposit. Therefore, the Landlord will be ordered to return the \$500 to the Tenant.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$548.00. This amount represents:
 - \$500.00 for the illegal cleaning deposit collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 5, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 5, 2026, the Landlord will owe interest. This will be simple interest calculated from June 6, 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 25, 2026
Date Issued

Heather Woodside
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

