



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-002879-26

In the matter of: 612, 9 GEORGE ST N
BRAMPTON ON L6X 0T6

Between: CHIRAG TREHAN Tenant

And

SEHAR MALIK Landlord

Chirag Trehan (the 'Tenant') applied for an order determining that Sehar Malik (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 11, 2026.

The Landlord's legal representative, Haseeb Ullah, the Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant has on a balance of probabilities proved the allegations contained in the application in part. Therefore, the Landlord shall pay \$2,848.00 to the Tenant.
2. At the outset hearing the Landlord's legal representative stated that the Landlord would return the \$500.00 deposit paid by the Tenant for the key deposit and garage door opener.
3. It was undisputed that the parties entered into a written 4-month fixed term tenancy from May 1, 2025 to August 31, 2025. It was also undisputed that the Tenant sent the Landlord an N11 Agreement to Terminate the Tenancy (N11) with a date of termination of May 31, 2025, the N11 was executed by the Landlord and Tenant and the Tenant paid rent for the period of June 1st to June 15, 2025 in the amount of \$1,150.00.
4. The Tenant testified that he and the Landlord discussed the termination of the Lease and move out process, the Tenant referred to a screenshot of a text exchange between him and the Landlord (DOC-7886312), within the message the Tenant sends an N11 for signature and confirms that he will send the 50% of the rent for June 1, 2025 to June 15, 2025. The Tenant also referred to a second screenshot of a text message where the Landlord confirmed the agreement (DOC-7886310). The text outlines that despite the Tenant providing 5-days notice she would work with the Tenant by accepting \$1,150.00, the text also outlines where the Landlord is able to re-rent the unit by June 1, 2025 the

money would be returned to the Tenant and if the Landlord was unable to rent the rental unit, the money would be used to cover the period for June 2025.

5. The Landlord testified that the Tenant approached her 4-days before June 2025 rent was due and claimed he had an emergency and would need to return to India. She stated that she requested proof from the Tenant regarding travel, but he did not provide it to her. The Landlord referenced her evidence package (DOC-788721) at page 44, which demonstrated when the rental unit was re-rented, the tenancy agreement commenced on August 1, 2025 for \$2,250.00 per month.
6. I find the parties entered into an agreement with respect to early termination of the fixed term tenancy. The evidence establishes the Landlord accepted the early termination of the tenancy in exchange for 50% of June 2025 rent in an attempt to minimize her losses and the Tenant provided payment knowing his obligation would have extended to the end of the fixed term tenancy should the Landlord have not accepted the early termination (see: s.44, s.47, s. 88(4) and 16). The Tenant cannot now attempt to bargain for return of the \$1,150.00 when his liability pursuant to section 88(3) would have ended when the rental unit was re-rented in August 2025. Therefore, I find the Landlord did not charge the Tenant illegal rent or unlawfully retain their deposit in relation to the \$1,150.00 payment.

Did the Landlord Illegally charge the Tenant?

7. Section 134 of the Act prohibits landlords from charging tenants' fees that are in addition to rent. That section states that unless otherwise prescribed, no landlord shall, directly or indirectly, with respect to any rental unit:
 - (a) collect or require or attempt to collect or require from a tenant, prospective tenant or former tenant of the rental unit a fee, premium, commission, bonus, penalty, key deposit or other like amount of money whether or not the money is refundable;
8. The Tenant has alleged that he paid an illegal charge as the Landlord required the rental unit be professionally cleaned and he paid a plumber to attend the rental unit. The Tenant states that the payment for cleaning and the plumber were paid directly to a third-party and not the Landlord. I find that as the Landlord did not collect these amounts directly this portion of the application must be dismissed.

Did the Landlord fail to apply the last months rent to the last month of the tenancy?

9. The Tenant's final claim within their T1 application includes a claim that the Landlord failed to return the last month's rent deposit. The Tenant paid the Landlord a rent deposit of \$2,300.00 on April 24, 2025.
10. Pursuant to s. 106(10) of the Act, a landlord must apply a last month's rent deposit to the last month of the tenancy. This mean the first question before the Board here is: when did the tenancy terminate?

11. The parties agree that they terminated the tenancy in accordance with the N11 with a date of termination of May 31, 2025 and the Tenant paid for the period of June 1, 2025 to June 15, 2025.
12. The Tenant vacated the rental unit on June 4, 2025 and returned the keys to the Landlord.
13. The Tenant testified that the last months rent (LMR) deposit was separate from any agreement to terminate the tenancy early. Further, he testified that the Landlord said that she would return the LMR to the Tenant upon him vacating the rental unit.
14. The Landlord testified that the agreement to terminate the tenancy early included the LMR as she was unable to rent the rental unit to a new tenant until August 1, 2025 and therefore the LMR was to be used for the month of July 2025.
15. I find that the Tenant has proved their claim for return of LMR on a balance of probabilities and therefore the Landlord shall return the LMR to the Tenant. I find that the Landlord agreed to terminate the tenancy early in exchange for 50% of June 2025 rent, which the Tenant paid. The Landlord addressed the lack of notice in her negotiations with the Tenant via text message, in which the Landlord wrote "as you know, you're short notice to vacate the property - Just five days before rent is due - is a breach of the lease agreement. That said, we're willing to move forward in good faith. Or requesting a 50% rent payment up front...". I find that the Landlord contemplated the early termination of the tenancy in exchange for the 50% payment of June's rent alone. If the Landlord wished to exclude the last month's rent deposit from the agreement, they should have made that clear.
16. As a result of the agreement to terminate the fixed term tenancy early, I find that the Landlord is retaining the deposit in contravention of the Act and therefore the \$2,300.00 deposit paid by the Tenant on April 23, 2025 must be returned.
17. This order contains all of the reasons for my decision within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,848.00. This amount represents:
 - \$2,300.00 for the last month's rent deposit.
 - \$500.00 for the key and damage deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 2, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 2, 2026, the Landlord will owe interest. This will be simple interest calculated from June 3, 2026 at 4.00% annually on the balance outstanding.

May 22, 2026
Date Issued

Angela Smith
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.