



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-001533-26

In the matter of: 61, 833 Scollard Court
Mississauga ON L5V2B4

Between: Mohammad Albarghouthi Tenant

And

Vikram Dalal Landlord

Mohammad Albarghouthi (the 'Tenant') applied for an order determining that Vikram Dalal (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 21, 2026.

The Landlord and the Landlord's representative, Vijayant Sood, and the Tenant 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 \$318.26 on or before May 30, 2026.
2. The parties do not dispute that the Tenant moved in on November 9, 2013, and moved out on December 9, 2025.
3. The parties also do not dispute that rent is due on the 14th of the month.
4. The parties do not dispute that the Landlord collected an illegal rent in the amount of \$47.26. An order will issue for this amount.
5. The parties do not dispute that the Landlord owes interest on the last month rent deposit in the amount of \$61.20. An order will issue for this amount.

Rent deposit not applied to last month of tenancy

6. The Tenant testified that the Landlord collected first and last month rent deposit in the amount of \$3,600.00 on November 9, 2013.

7. The Tenant testified that the Landlord requested the Tenant sign a new lease on August 14, 2016, and pay first and last month rent in the amount of \$3,600.00.
8. The Tenant alleges the Landlord collected an additional last month rent deposit illegally and did not pay for the last rental period of the tenancy and did not return the deposit to the Tenant.
9. The Landlord testified that the Tenant did not pay a secondary last month rent deposit but in 2016, he did request the Tenant to sign a new lease agreement. He testified that he was switching banks for his mortgage, and the bank requested a current lease agreement for the existing tenancy. As such, he presented the Tenant with a new lease agreement with the existing terms and did not request an additional last month rent deposit.
10. The Landlord testified that he applied the last month rent deposit in the amount of \$1,800.00 to the last month of the tenancy from November 14, 2025, to December 9, 2025.
11. The parties do dispute that the Tenant owed \$1,591.20 for the 26 days the Tenant was in the unit for the period from November 14, 2025, to December 9, 2025.
12. The Landlord does not dispute that he owes the Tenant \$209.80 from the last month rent deposit that was not applied to the last rental period of the tenancy.
13. Based on the evidence, I find that the Landlord collected last month rent deposit in the amount of \$1,800.00. I say this because the parties relied solely on their own testimonies in support of their differing versions of events. However, as this is a Tenant's application, the onus of proof rests with the Tenant. There is no corroborating evidence which supports the Tenant's position that an additional last month rent deposit was paid to the Landlord. The only independent evidence to corroborate the Landlord's testimony was a previous application filed (LTB-T-001533-26) but it does not help me determine that the Tenant did not pay an additional last month rent deposit as this was not raised at the hearing.
14. Section 105(1) of the Act states:

The only security deposit that a landlord may collect is a rent deposit collected in accordance with section 106.
15. Section 106(10) of the Act states:

A landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates.
16. On the basis of the evidence provided, I find that the Landlord collected a \$1,800.00 deposit from the Tenant on November 9, 2013, and a portion of this deposit was not used for the last month's rent period of November 14, 2025, to December 9, 2025, pursuant to s. 106(10) of the Act. As such, the Landlord owes the Tenant \$209.80.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$366.26. This amount represents:

- \$209.80 for the last month's rent deposit.
 - \$61.20 for interest on the last month's rent deposit.
 - \$47.26 for an illegal rent amount.
2. The Landlord shall pay the Tenant the full amount owing by May 30, 2026.
 3. If the Landlord does not pay the Tenant the full amount owing by May 30, 2026, the Landlord will owe interest. This will be simple interest calculated from May 31, 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 19, 2026
Date Issued

Vinuri Sivalingam
Member, Landlord and Tenant Board

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