



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-T-004084-26-RV

In the matter of: 50 AMHERST CRES
NEPEAN ON K2J1V9

Between: Mohammad Tamam Tenant
Fatima Abo Hoosain

And

Sultan Uddin Ahmed Landlord
Monazza Sultan

Review Order

Mohammad Tamam and Fatima Abo Hoosain (the 'Tenant') applied for an order determining that Sultan Uddin Ahmed and Monazza Sultan (the 'Landlord') collected or retained money illegally.

This application was resolved by order LTB-T-004084-26 issued on May 5, 2026.

On May 16, 2026, the Landlord requested a review of the order.

A preliminary review of the review request was completed without a hearing. In determining this request, I reviewed the materials in the LTB's file.

Determinations:

1. The review request alleges the following serious errors in the Board's order:
 1. The Member erred by not directing the Landlord to file a damages application and erred by not considering the Landlord's evidence regarding damages.
 2. The Member erred by finding there was insufficient evidence of the extent of the damage.
 3. The Member erred when concluding the term of the Tenancy requiring a security damage deposit is void.

Landlord's Undue Damage Claim not Properly Before the Board.

2. The Landlord's submits in his request to review that there was a serious error in paragraph 12 of the order, when the Member finds that there is not sufficient evidence as

to the cause of the damage. Any claim by the Landlord for damages was not properly before the Board at the hearing of the Tenant's T1 Application. The Member's comments at paragraph 12 of the order are collateral to the Tenant's T1 application and unnecessary.

3. The Member properly determined at paragraph 11 that they have no jurisdiction to consider the Landlord's dispute. The only application before the Board on March 9, 2026 was a T1 application. Even if the Tenant had been determined to be responsible for damage to the rental unit, the Landlord is still not entitled to retain the last month's rent deposit at law. Neither is the Landlord entitled to any other remedy during a T1 application hearing. As correctly determined by the Member at paragraphs 9, use of a rent deposit for anything other than last month's rent is strictly prohibited. A Landlord is obligated to file their own separate application with the LTB for undue damage in order to pursue any claim for damage.
4. The Landlord's review request submits the Member did not direct the Landlord to file a damages application. There was no error in the Member not directing the Landlord to file their own application. The Landlord is obligated to seek their own counsel, and it is not the function of the Board to give legal advice. Moreover, an application cannot be filed and then heard, either by the Landlord or the Member, on the hearing date of the Tenant's application. It would have been a serious error for the member to have done so.
5. The Landlord submits in his review request that because time has gone by and a review has been filed, there should be a re-hearing and the evidence of damage, which was given no weight at the hearing should now be heard. The Board's review function is not a re-hearing of an application for a party to achieving a better result. The Board's review process is to determine and provide relief if a serious error occurred in the proceedings or in the order. In this case, no serious error occurred. A delay of time does not now give the Board jurisdiction to hear the Landlord's damage claim during the hearing of the Tenant's T1 application. Filing by the Landlord of their own application after the Tenant's T1 application was heard, does not entitle the Landlord to a review of a final order in that T1 matter.

Any Damage Deposit Term Is Void

6. The Landlord submits in his review request that the tenancy agreement was entered into and signed by both parties and should therefore be enforceable. The Landlord pointed to no error in the Member's determination at paragraph 10 that a term of a lease agreement which is contrary to the Act is void. Section 4 of the Act states:

[s.4] *Subject to subsection 12.1(11) and section 194, a provision in a tenancy agreement that is inconsistent with this Act or the regulations is void.*

7. The Members conclusions are consistent with section 4 of the Act and there is no serious error in those conclusions.

8. While it is unfortunate that the Landlord may have suffered damage, this review order, and the T1 hearing order, make no determinations as to that damage, and the Landlord remains entitled, subject to any limitation periods under the Act to file their own application for undue damage.
9. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

It is ordered that:

1. The request to review order LTB-T-004084-26 issued on May 5, 2026 is denied. The order is confirmed and remains unchanged.

May 19, 2026
Date Issued

Julie Broderick
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.