



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

File Number: LTB-T-010949-26

In the matter of: 3648 Queen Street West
Windsor ON N9C1N9

Between: Syed Hassan Tenant
Syeda Rizvi

And

Todd Ellis Landlord

Syed Hassan and Syeda Rizvi (the 'Tenant') applied for an order determining that Todd Ellis (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 19, 2026 at 09:00 am.

The Landlord and the Tenant Syeda Rizvi attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenant testified that they notified the Landlord on November 30, 2025 that they intended to vacate effective December 31, 2025. It was also their testimony that the Landlord insisted that they pay December 2025 rent and that they had agreed to return the last month's rent deposit.
3. They then testified that the Landlord informed them they would not return the deposit owing to alleged damages in the rental unit. They supported their submissions with text messages entered in evidence.
4. The remedy sought was the return of the last month's rent deposit of \$1,300.00 and the \$53.00 filing fee for the application.
5. In response the Landlord denied ever agreeing to returning the deposit, testifying they had stipulated that should they be able to re-rent the unit, thereby minimizing their losses, they would return the deposit.
6. They then testified that they were unable to find a new tenant until recently with that tenancy commencing June 2026.

Analysis

7. Subsection 47 of the *Residential Tenancies Act, 2006* (the “Act”) states a tenant may terminate a tenancy at the end of a period of the tenancy or at the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with section 44.
8. Subsection 44(2) of the Act states a notice under section 47, 58 or 144 to terminate a monthly tenancy shall be given at least 60 days before the date the termination is specified to be effective and that date shall be on the last day of a rental period.
9. Given the Tenant admitted to only giving 30 days notice on November 30, 2025 what is left to me to determine is if the Landlord agreed to return the deposit and if they retained it for any reason other than the last month’s rent, which would have been January 2026.
10. Having considered the above testimony, evidence and for the reasons that follow I am not satisfied that the Tenant has proven their case.
11. First, the Landlord was consistent in their testimony that they never explicitly agreed to the return of the deposit. Secondly, the Tenant’s own evidence, namely text messages from the Landlord corroborate this. The issue of damages is mentioned, but the Landlord clearly states this is a separate issue and that they may pursue later and that they would be retaining the deposit for January 2026 rent according to section 44(2) of the Act as they were unable to rent the unit. Accordingly for this reason I am satisfied on the balance of probabilities The Landlord did not illegally retain the Tenant's rent deposit and therefore must dismiss the application.

It is ordered that:

1. The Tenant’s application is dismissed.

May 28, 2026
Date Issued

Kelly Delaney
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.