



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

File Number: LTB-T-011393-26

In the matter of: BASEMENT, 3 BRANSTONE DR
WHITBY ON L1R3B6

Between: Abdella Mohammed Adem Tenant

And

Mohammed edrees Omarzad Landlord

Abdella Mohammed Adem (the 'Tenant') applied for an order determining that Mohammed edrees Omarzad (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 26, 2026.

The Landlord Mohammed edrees Omarzad and the Tenant Abdella Mohammed Adem 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 return the unlawfully retained rent payments to the Tenant.
2. The Tenant's application was framed as a claim that the Landlord did not allow the Tenant to move into the rental unit. However, based on the evidence and submissions, I find that the central issue is whether the Landlord was entitled to retain the \$7,500.00 paid by the Tenant. Both parties made submissions on that issue, and I am satisfied that they had a full opportunity to address it.
3. The Landlord acknowledged receiving \$7,500.00 from the Tenant prior to the commencement of the tenancy. The tenancy was to begin on February 1, 2026, but the Tenant never moved into the rental unit.
4. The Landlord testified that they became aware on February 1, 2026, that the Tenant would not be moving in. The Landlord further testified that they made no efforts to re-rent the unit after that date. The only reason provided was that the Landlord wished to keep the unit available in case the Tenant changed their mind and returned.

5. Under section 16 of the Residential Tenancies Act, 2006 (the “Act”), a landlord is required to take reasonable steps to minimize losses arising from a tenant’s breach. A landlord is not entitled to automatically recover rent for the balance of a fixed term or notice period. Instead, the landlord may recover only the rent actually lost during a reasonable vacancy period, and only where reasonable efforts to re-rent the rental unit are demonstrated.
6. In this case, the Landlord made no effort to mitigate any alleged loss. The Landlord’s decision not to re-rent the unit in case the Tenant might return does not satisfy the statutory duty to minimize losses.
7. As a result, I find that any ongoing loss was not minimized and cannot be attributed to the Tenant. Further, because the Tenant never took possession of the rental unit, there is no evidentiary basis to support anything more than, at most, a minimal turnover period. In the absence of any mitigation efforts, I do not find that the Landlord has established an entitlement to retain any portion of the \$7,500.00.
8. Accordingly, I find that the Landlord has retained money without lawful entitlement under the Act, and the full amount must be returned to the Tenant.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$7,548.00. This amount represents:
 - \$7,500.00 for rent unlawfully retained.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 13, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 13, 2026, the Landlord will owe interest. This will be simple interest calculated from June 14, 2026, at 4.00% annually on the balance outstanding.

June 2, 2026
Date Issued

Kyle Anderson
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.