



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-011462-26

In the matter of: 1, 201 ISLINGTON AVE
ETOBICOKE ON M8V3B8

Between: Abdullah Abdul Qadir Tenant

And

Monica Mayorga Landlord

Abdullah Abdul Qadir (the 'Tenant') applied for an order determining that Monica Mayorga (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 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 shall pay to the Tenant \$973.00.
2. The Tenancy commenced on November 1, 2024 and terminated on July 15, 2025.
3. It was the Tenant's testimony that they had entered into an oral agreement with the Landlord on June 21, 2025, to terminate the tenancy early which they then confirmed on June 22, 2025 to terminate it effective July 15, 2025. It was also their testimony that this agreement included that the Landlord would return half of the last month's rent deposit, \$925.00. They supported their submissions with text messages entered in evidence.
4. They then testified they were seeking the \$925.00 and the \$48.00 representing the filing fee for the application.
5. In response the Landlord testified that there had been other messages from June 21, 2025, not reflected in the Tenant's evidence, in that they agreed to return the \$925.00 on the condition they could find another tenant which they were unable to do until November 2025. It was on this basis that they retained the \$925.00. They also testified that it wasn't until July 2, 2025 that the Tenant confirmed they would leave on July 15, 2025 which contributed to the delay in finding a replacement tenant.

Analysis

6. The onus to prove an application lies with the applicant, in the case before me the Tenant. Having considered the above testimony, evidence and reasons that follow, I am satisfied they have proven their case.
7. Specifically, the June 22, 2025 correspondence clearly shows that the Landlord agreed to return half of the last month's rent. The Landlord claimed there were conversations before this, they failed to provide any evidence in support. Furthermore, even if they had they would have predated the June 22, 2025 texts and their confirmation that they would return the monies.
8. Additionally, the messages between the Landlord and Tenant following July 15, 2025 wherein the Tenant was requesting the money promised, there is no mention of this previously agreed condition. Accordingly for this reason and those above I am not satisfied that the Landlord has successfully rebutted the Tenant's case.

Remedies awarded

9. Based on the above determination I am satisfied that the Landlord did retain the Tenant's rent deposit contrary to the agreement of June 22, 2026 and therefore the Tenant is entitled to the \$925.00 representing the deposit and 48.00 representing the filing fee.

It is ordered that:

1. The total amount the Landlord, shall pay the Tenant is \$973.00. This amount represents:
 - \$925.00 for the last month's rent deposit.
 - 48.00 for the filing fee.
2. The Landlord shall pay the Tenant the full amount owing by June 12, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 12, 2026, the Landlord will owe interest. This will be simple interest calculated from June 13, 2026 at 4.00% annually on the balance outstanding.

June 1, 2026
Date Issued

Kelly Delaney
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.