



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

File Number: LTB-T-077022-25

In the matter of: 52 Margueretta
Toronto ON M6H3S3

Between: Daneshvar Shahpouri Arani Tenant

And

Robert Kennedy Landlord

Daneshvar Shahpouri Arani (the 'Tenant') applied for an order determining that Robert Kennedy (the 'Landlord') collected or retained money illegally.

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

The Tenant, assisted by an Interpreter Behrouz Salehi, and the Landlord attended the hearing.

Determinations:

1. The Tenant entered into a fixed-term tenancy commencing July 24, 2024, and ending on February 28, 2025, hereinafter referred to as the "first fixed-term tenancy". The parties then entered into another fixed-term commencing March 1, 2025, and ending June 30, 2025, hereinafter referred to as the "second fixed-term tenancy".
2. The Tenant paid the Landlord a last month's rent deposit in the amount of \$2,850.00. The Tenant paid the lawful rent for March 2025, April 2025, and May 2025.
3. On May 29, 2025, the Tenant wrote to the Landlord to advise that he would be vacating the rental unit on June 1, 2025. The Landlord objected as this was less than 60 days' notice and before the expiry of the second fixed-term tenancy.
4. On June 8, 2025, the Tenant advised the Landlord that he had vacated the rental unit. The Landlord instructed the Tenant to leave the keys in the rental unit.
5. The Landlord did not apply the last month's rent deposit to the last month of the tenancy and did not return the deposit to the Tenant. These facts are not in dispute.

Analysis

6. The Tenant seems to take the position that he was not required to provide at least 60 days' notice to end the tenancy because he left in accordance with the Landlord's notice that they vacate at the end of the first fixed-term tenancy. For the reasons that follow, I do not agree.
7. The parties do not disagree that towards the end of the first fixed-term tenancy, the Landlord asked the Tenant to vacate by February 28, 2025, as the Landlord and his wife were uncertain whether they wanted to continue in the rental business. It is also undisputed that the Tenant explained to the Landlord that as his children were still in school, he would like to remain until June 30, 2025. The Landlord agreed to the Tenant's request and the parties entered a new fixed-term tenancy.
8. Based on the evidence before me, I am satisfied there was a meeting of the minds that the Tenant would remain in the rental unit with a fixed-term expiry date of June 30, 2025. As such, the Tenant was not entitled to end the tenancy before June 30, 2025, and was legally required to provide the Landlord with at least 60 days' written notice. Accordingly, the Landlord was not obligated to return the last month's rent deposit to the Tenant.
9. The Tenant's application is dismissed.

It is ordered that:

1. Tenant's application is dismissed.

June 1, 2026
Date Issued

Douglas Malanka
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.

