



Order under Section 135 Residential Tenancies Act, 2006

Citation: Ghasim v Megahed, 2026 ONLTB 39114

Date: 2026-05-22

File Number: LTB-T-000389-26

In the matter of: 36 KIMBOROUGH HOLLOW
BRAMPTON ON L6Y0Z1

Between: Siovan Ghasim

Tenant

And

Mohamed Megahed

Landlord

Siovan Ghasim (the 'Tenant') applied for an order determining that Mohamed Megahed (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 4, 2026.

The Landlord, the Landlord's Legal Representative Amna Safdar and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant the sum of \$98.73.

Interest on rent deposit owing

2. The parties agree that the Tenant provided the Landlord with a last month's rent deposit in the amount of \$1,700.00 at the time he moved into the rental unit on/or about March 1, 2022.
3. The parties further agree the Landlord did not pay interest on the last month's rent deposit during the tenancy and the Landlord failed to pay the Tenant interest on the last month's rent deposit, as required by the *Residential Tenancies Act, 2006* (the 'Act').
4. The parties further agree that at the time the Tenant vacated the rental property on December 31, 2025, the lawful monthly rent was \$1,793.50, and after deducting the increase for the last month's rent deposit the Tenant is entitled to \$50.73 in interest owing.

Compensation for N12 or N13 Notice owing

5. The Tenant alleges that the Landlord gave the Tenant a notice of termination under section 50 of the *Residential Tenancies Act, 2006* (the 'Act') and did not pay the Tenant the compensation required by the Act.
6. The Tenant states that the Landlord served an N13 notice of termination on the Tenant, but that no compensation had been paid by the Landlord.
7. The Landlord submits that the issue of compensation was resolved under file number LTB-T-045952-25 on consent as the Tenant's T2 application also related to the issue of the Landlord's N13 notice of termination.
8. The Tenant does not agree that the consent addressed the issue of compensation.
9. The Landlord's representative directed me to paragraph 3 of the consent order which states:

In addition, the Landlord will compensate the Tenants' one month rent of \$1793.50 as full and final resolution of this application.

10. In reviewing the Tenant's T2 application under LTB-T-045952-25 it does address the Landlord's N13 notice of termination, but it addresses the notice from a substantial interference perspective and does not relate to the issue of compensation. Additionally the consent order indicates the payment of one month's rent is in full and in final resolution of that application not all matters relating to the tenancy.
11. On a balance of probabilities I am not satisfied that the consent order does address the payment of compensation in relation to the Landlord's N13 notice of termination.
12. The purpose of compensation under the Act is to help offset the loss of housing, relocation costs and disruption associated with a lawful but involuntary eviction.
13. The Landlord was required to pay the Tenant compensation no later than on the termination date specified in the notice of termination of the tenancy given by the Landlord pursuant to section 55.1 of the Act.
14. Section 73.1 of the Act states:

If the landlord compensated the tenant under section 48.1, 49.1, 52, 54 or 55, as the case may be, in connection with a notice of termination under section 48, 49 or 50 and the Board refuses to grant an application under section 69 for an order terminating the tenancy and evicting the tenant based on the notice, the Board may order that the tenant pay back the compensation to the landlord.

15. In the matter before the Board the tenancy was not terminated pursuant to an application in relation to a notice of termination under section 48, 49 or 50 of the Act and subsequent order. It was terminated on a consent order on an unrelated application.

16. If compensation had been paid by the Landlord. Pursuant to section 73.1 of the Act suggests that since the tenancy was not terminated pursuant to an application in connection with section 48, 49 or 50 of the Act, that the Board may order the return of compensation.
17. If the Board can order the return of compensation paid to a tenant where a tenancy is not terminated pursuant to an application in connection to section 48, 49, or 50 of the Act. It stands to reason that the Board can decline to order compensation to be paid where a tenancy is not terminated pursuant to an application in connection to section 48, 49 or 50 of the Act.
18. As the tenancy in the matter before the Board was terminated pursuant to a consent agreement unrelated to application in connection to section 48, 49 or 50 of the Act , I am not satisfied on a balance of probabilities that the Tenant is not entitled to compensation.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$98.73. This amount represents:
 - \$50.73 for interest on the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 16, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 16, 2026, the Landlord will owe interest. This will be simple interest calculated from June 17, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 5, 2026
Date Issued

Sean Ramage
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.