



Order under Section 135 Residential Tenancies Act, 2006

Citation: Fan v Koudsi C/O Khoulani Management Inc., 2026 ONLTB 45568

Date: 2026-06-11

File Number: LTB-T-097828-25

In the matter of: 1105, 65 St Mary Street
Toronto ON M5S0A6

Between: Boyi Fan Tenant

And

Ghazi Ai Koudsi C/O Khoulani Management Landlord
Inc.

Boyi Fan (the 'Tenant') applied for an order determining that Ghazi Ai Koudsi C/O Khoulani Management Inc. (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 7, 2026.

The Landlord's Agent Mohammad Al-Li and the Tenant attended the hearing. The Tenant declined to speak to Tenant Duty Counsel prior to start of this proceeding.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$4,223.00 on or before June 22, 2026.
2. The Tenant and another tenant entered in a fixed term tenancy commencing January 5, 2025. The lawful monthly rent was \$3000.00, the Tenant paid \$1,550.00, while his roommate paid the remaining \$1,450.00. There was also a \$200.00 key deposit paid by the Tenant (his share).
3. The Tenant's and the other tenant (who had settled her dispute with the Landlord) provided first and last month's rent and prepaid rent for the last four months of the tenancy, September, October, November and December 2025, as was agreed upon between the parties. The Landlord's Agent testified this was the Tenant's offer given the rental market at the time. The Tenant did not dispute the same.
4. The Tenant testified that in early August 2025 he and his roommate decided to vacate the unit early and notified the Landlord.

5. The Landlord's Agent testified the parties had a fixed term lease, but would be happy to oblige if the Tenant and the other tenant agreed they would be responsible for the cost of the Landlord's realtor to re-rent the unit, cleaning of the rental unit if required, costs for any damages and an administrative fee for processing and coordinating an early eviction.
6. The Landlord's Agent further testified that the other tenant advised this was not an issue, as the parties had a joint tenancy, the Landlord proceeded and retained a realtor and re-rented the unit as of September 1, 2025, and repaired the damaged balcony screen, towel bard and fridge handle, and issued a cheque for half of the funds as directed to the other tenant minus, the agreed upon expenses for a sum of \$3,529.00 and that tenant executed a waiver. At this point the Landlord was advised by the Tenant he did not agree to this amount and some of the expenses and would not execute the waiver and accept the funds from the Landlord as he did not feel they were legitimate expenses. The Tenant sought roughly \$4,800.00 to be reimbursed to him, which included his share of the last months rent deposit, which exceeded the lawful monthly rent as agreed upon at the commencement of the tenancy and his share of the key deposit.
7. The Tenant testified that he was owed four months of prepaid rent and four days in January 2026 which amounted to \$6,200.00, half the key deposit and interest on the last month's rent deposit of \$15.00 for a total of \$6,415.00.
8. The Tenant further testified he acknowledged that he agreed to real estate commission of his share of one months rent in the amount of \$1,500.00 and half of the cleaning charge in the amount of \$100.00, but did not agree that he should pay his share of the HST on the commission (\$195.00) and half the costs to repair damages in the rental unit (\$250.00) and half the costs for the administrative fee for the Landlord processing and coordinating an early termination of the tenancy (\$200.00).
9. On a balance of probabilities, I am persuaded and prefer the Landlord's evidence to that of the Tenant, regarding the agreement to terminate the tenancy prior to the end of the fixed term tenancy, and the expenses agreed upon. The Landlord's Agent submitted documentary evidence of the expenses incurred, and thus from the abovementioned deductions the outstanding total amount owed to the Tenant by the Landlord is \$4,170.00, which was calculated as follows:

$$\$6,415.00 - \$1500.00(\text{half months rent for commission}) - 195.00(\text{HST}) - 100.00(\text{cleaning charge}) - \$200.00(\text{admin fee}) - \$250.00(\text{damages})$$
10. The Landlord's Agent further testified this was never about withholding the last month's rent and key deposit, but rather the Tenant not agreeing to the expenses incurred by the Landlord to mitigate his losses, and re-rent the unit, whilst assisting the Tenant in his request to mutually terminate the tenancy earlier, when originally agreed upon.
11. As the Tenant has been partially successful in his application, the Tenant is entitled to a reimbursement of the costs of this application.
12. I have considered all the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.

13. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$4,223.00. This amount represents:
 - \$2,655.00 for excess rent collected as agreed upon in lease agreement and key deposit.
 - \$1,500.00 for the last month's rent deposit.
 - \$15.00 for interest on the last month's rent deposit.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 22, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 22, 2026, the Landlord will owe interest. This will be simple interest calculated from June 23, 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 11, 2026
Date Issued

Panagiotis P. Roupas
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.