



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-076015-25

In the matter of: Basement, 167 ARDWICK BLVD
NORTH YORK ON M9M1W3

Between: Sudeis Adam Tenant

And

Nasir Ahmed Landlord

Sudeis Adam (the 'Tenant') applied for an order determining that Nasir Ahmed (the 'Landlord') collected or retained money illegally.

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

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 must pay the Tenant \$2,200.00 for the last month rent deposit and interest on the last month rent deposit.
2. It was undisputed that the Tenant paid the Landlord \$2,200.00 towards the last month rent deposit on June 22, 2025, and that the Tenant paid the Landlord for August 2025 rent.
3. It was undisputed that the Tenant provided the Landlord with notice on August 23, 2025, that he would be vacating the rental unit on September 1, 2025, and that the Landlord failed both to apply the last month's rent deposit towards last month's rent, and to provide the Tenant with interest on the last month rent deposit.
4. What is disputed is whether the Landlord is obligated to provide the Tenant with their last month rent deposit if the Tenant failed to give proper notice to terminate the tenancy.
5. Section 88(1) of the *Residential Tenancies Act*, 2006 (the 'Act'), provides that where a tenant does not give notice in accordance with the Act or there is no agreement between the parties to terminate the tenancy, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with the Act. In this case, the Tenant could have given 60 days' notice, therefore the Tenant would be obligated to pay rent up to October 31, 2025.

6. However, section 88(3) of the Act relieves the Tenant of the obligation to pay rent on the day a new tenant is entitled to occupy the rental unit. A landlord is obligated to mitigate their losses pursuant to section 88(4) of the Act and consideration must be given to whether or not the Landlord took reasonable steps to do so.
7. The Landlord testified that he tried to rent out the unit as soon as he was notified that the Tenant was vacating but was unable to do so. The Landlord failed to provide any evidence or testimony as to his efforts to mitigate his loss, or when he rented out the unit to the new tenants.
8. The Tenant testified that when he attended the rental property on September 12, 2025, to retrieve mail, the unit had already been rented out to new tenants.
9. Upon review of documentation that was uploaded to the Portal, the Landlord messaged the Tenant on August 26, 2025, advising the Tenant that someone was going to look at the property and asked the Tenant to clean the basement.
10. The Landlord did not use the Tenant's rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenant. This is prohibited by the *Residential Tenancies Act, 2006* (the 'Act'). Pursuant to section 106 (10) of the Act it states:

A landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates.

11. It is undisputed that the Landlord did not provide the Tenant with their last month rent deposit. The Landlord failed to provide any evidence or testimony in relation to his efforts to mitigate the loss he faced due to the Tenant's failure to provide notice in accordance with the Act, nor did the Landlord provide any evidence or testimony as to when he rented out the unit. I am satisfied that at some point in early September 2025; the unit was rented out to new tenants.
12. Therefore, I based on the evidence before me, the Landlord failed to provide sufficient evidence and testimony in relation to section 88(4) of the Act, and the Tenant provided testimony, which the Landlord did not challenge, that the unit was already rented out on September 12, 2025, when the Tenant attended the rental unit. It was undisputed that the Tenant vacated the rental unit on September 1, 2025, with a last month's rent on deposit, in addition to rent being paid in full when the Tenant vacated.
13. It was undisputed 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'). Therefore, I find the Landlord is required to pay the Tenant their last month's rent deposit, and the interest owing on the last month's rent deposit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,310.16. This amount represents:
 - \$2,200.00 for the last month's rent deposit.
 - \$62.16 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 21, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 21, 2026, the Landlord will owe interest. This will be simple interest calculated from June 22, 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 10, 2026
Date Issued

Samantha Greaves
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.