



Order under Section 135 Residential Tenancies Act, 2006

Citation: Vijay v Sharafdarkolaee, 2026 ONLTB 38324

Date: 2026-06-10

File Number: LTB-T-081011-25-**AM**

In the matter of: 118 Sheldon Avenue
Newmarket ON L3Y2V7

Between: Vijay Vijay Tenants
Prince Saini

And

Reza Salehi Sharafdarkolaee Landlords
Arezo Tahmasebi

This order amends the original order issued on June 1, 2026, which contained a clerical error. All changes to the original order are issued in underlined and bolded script.

Vijay Vijay and Prince Saini (the 'Tenants') applied for an order determining that Reza Salehi Sharafdarkolaee and Arezo Tahmasebi (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on March 31, 2026.

The Landlords and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay the Tenants **\$498.00** which represents: \$250.00 for the illegal rent collected; ~~**\$200.00 for the last month rent deposit illegally retained;**~~ \$200.00 for the key deposit illegal retained; and \$48.00 for the cost of filing their application.
2. The tenancy commenced on April 6, 2023. The Tenants vacated the rental unit on July 31, 2025.

Illegal money collected

3. It is undisputed the Landlords charged the Tenants a \$250.00 fee for the month of July 2025 because the Tenants had an additional individual living in the rental unit. The Tenants paid this fee to the Landlords.
4. The *Residential Tenancies Act, 2006* (the 'Act') does not permit a landlord to charge a fee for guests or occupants. Accordingly, the Landlords shall be ordered to pay the Tenants \$250.00 for the illegal money collected in connection to the guest/occupant in July 2025.

Last month's rent deposit and Key deposit

5. It is undisputed the Tenants paid the Landlords a last month's rent deposit in the amount of \$200.00 and a key deposit in the amount of \$200.00.
6. The parties agreed to end the tenancy on July 31, 2025. The Tenants maintain that they vacated the rental unit on July 31, 2025. The Landlords submit that the Tenants did not vacate until August 2, 2025, the date the keys were returned. I am satisfied the Tenants vacated on July 31, 2025.
7. The Tenants testified that they reached out to the Landlords on July 31, 2025, to obtain direction for the return of the keys. The Landlords did not provide any direction to the Tenants until August 2, 2025, when they directed the Tenants to leave the keys in the rental unit.
8. There is no evidence before me establishing the Tenants maintained control and possession of the rental unit after July 31, 2025. The Landlords seems to suggest that they are entitled to retain the last month's rent deposit and the key deposit because the Tenants did not leave the property in a good condition. They also seem to suggest the Tenants damaged the rental unit and owe for utilities.
- ~~9. Subsection 106(10) of the Act requires a landlord to apply a rent deposit to payment of the rent for the last rent period before the tenancy terminates. In this case, as the Tenants had paid the rent for the last rent period (July 2025), the Landlords were obligated to return the last month's rent deposit.~~
- ~~10. The Landlords are not legally entitled to retain a deposit for cleaning, damages, or outstanding utilities. Accordingly, the Landlords shall be ordered to pay the Tenants \$200.00 for the last month's rent deposit.~~
9. As the Tenants returned the keys to the rental unit to the Landlords on August 2, 2025, the Landlords shall be ordered to pay the Tenants \$200.00.

Costs

10. The Tenants incurred costs of \$48.00 for the application filing fee and is entitled to reimbursement of these costs.

It is order that:

1. The total amount the Landlord, shall pay the Tenant is **\$498.00** which represents:
 - \$250.00 for the illegal charge collected.
 - ~~**\$200.00 for the last month's rent deposit.**~~
 - \$200.00 for the key 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 have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 10, 2026

Date Amended

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.

