



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-T-059565-25-RV

In the matter of: 409, 345 BARBER ST
OTTAWA ON K1N5R5

Between: Laid Idir Tenant

And

345 Barber Street Ltd. o/a Realrent Landlord

Review Order

Laid Idir (the 'Tenant') applied for an order determining that 345 Barber Street Ltd. o/a Realrent (the 'Landlord') collected or retained money illegally.

This application was resolved by order LTB-T-059565-25 issued on March 11, 2026.

On April 1, 2026, the Tenant requested a review of the order.

On April 2, 2026 interim order LTB-T-059565-25-RV-IN was issued.

This review hearing was heard by videoconference on June 4, 2026. Only the Tenant attended the hearing.

Determinations:

1. The Tenant requested a review of order LTB-T-059565-25 issued on March 11, 2026 (the "Order") on the basis of serious error.
2. The Tenant's T1 application claims the Landlord did not use the Tenant's last month's rent deposit to pay for the last rental period of the tenancy and the Landlord did not return the deposit to the Landlord.
3. In short, the Tenant's review request (RTR) submits the member seriously erred in not finding that the Landlord refused consent of the assignment of the tenancy. As a result of this error, the Tenant was not entitled to the return of the last month's rent deposit(LMRD).
4. By way of background, the Tenant signed a year lease commencing October 1, 2024. A LMRD of \$1375.00 was given to the Landlord at that time and the Tenant vacated the rental unit only 6 months later on March 31, 2025.
5. At the merits hearing, the Tenant argued the Landlord refused consent of the assignment of the tenancy and consequently, the Tenant was entitled to terminate the tenancy on 30 days notice to the Landlord.

6. The pertinent facts are as follows: On February 17, 2025, the Tenant requested the Landlord's permission to assign the lease for the remainder of the one-year term. The Landlord responded that any permitted assignee would have to sign "*a new 12 month term lease.*" When the Tenant requested that the Landlord agree to an assignment for only the balance of the remaining term, the Landlord advised on February 19, 2025 "*I do not agree to the re-assignment then.*"
7. The Tenant responded by giving the Landlord a Form N9 Notice to End Tenancy which I am satisfied was received by the Landlord on February 21, 2025 and which contained a termination date of March 31, 2025. As the Tenant paid the monthly rent for March 2025, the Tenant submits the Landlord was required to return the LMRD.
8. Section 95(4)(a) of the *Residential Tenancies Act*, 2006 (the "Act") provides that a tenant may give the landlord a notice of termination within 30 days after the date a request is made if, "*the tenant asks the landlord to consent to an assignment of the rental unit and the landlord refuses consent*". Section 96(2) of the Act further provides that the date of termination specified in the notice shall be the lesser of the notice period otherwise required under the act or 30 days.
9. The Order shows the member failed to consider the Landlord's refusal to consent to assignment for the balance of the one-year term. In doing so, the member found there was no refusal by the Landlord. Pursuant to sections 95(4) and 96(2) of the Act, I find the Tenant was entitled to treat the Landlord's February 19, 2025 response as an assignment refusal. As I find the member made an unreasonable finding of fact on a material issue, the Tenant's RTR was granted and the application was considered on its merits
10. The Tenant provided a Form N9 notice to terminate tenancy on March 31, 2025. The Tenant seeks the return of the LMRD, as the Tenant paid rent for the final month of occupancy (March 2025) and the Tenant testified the LMRD was never returned. As I am satisfied the tenancy was terminated on March 31, 2026 pursuant to the Form N9 notice, the Landlord must return the LMRD of \$1375.00 to the Tenant.

It is ordered that:

1. The request to review order LTB-T-059565-25 issued on March 11, 2026 is granted and the order is cancelled
2. The Landlord shall pay to the Tenant \$1,375.00 for the last month's rent deposit.
3. If the Landlord does not pay the Tenant the full amount owing by June 23, 2026, the Landlord will owe interest. This will be simple interest calculated from June 24, 2026 at 4.00% annually on the balance outstanding.

June 17, 2026
Date Issued

Peter Nicholson
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.