



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-083286-25

In the matter of: 115 CEDARVALE AVE
GUELPH ON N1E7K2

Between: Bacem Saada Tenant

And

Khaled Abdelaziz Landlord

Bacem Saada (the 'Tenant') applied for an order determining that Khaled Abdelaziz (the 'Landlord') collected or retained money illegally.

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

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant has proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant the amount of \$194.32.

Facts

2. The Tenancy began in 2021. In November 2022, the Landlord began annual communications via email with the Tenant with respect to the rent increasing. It was uncontested that the rent increased annually to the following:
 1. December 1, 2022 - \$2,460.00
 2. December 1, 2023 - \$2,584.53
 3. December 1, 2024 - \$2,671.50
3. The parties agreed that these increases were paid by the Tenant.
4. The parties agreed that the tenancy terminated on August 31, 2025, the date the Tenant moved out of the rental unit.

5. The Tenant testified that raised the issue of illegal rent increase with the Landlord after receiving an email during the year 2023 about the increase notice not being given within 90 days of the effective date and then requested an extension for the increase to begin on January 1, 2024, due to the short notice period.
6. The Landlord disputed that the rent was illegally increased.
7. The Tenant requested that the illegal rent increase amount for the previous year be returned to them for 2024 and the current year of 2025.

Analysis

8. Section 110 of the Act states the following:

No landlord shall increase the rent charged to a tenant for a rental unit, except in accordance with this Part.

9. Subsection 116(1) of the Act states the following:

A landlord shall not increase the rent charged to a tenant for a rental unit without first giving the tenant at least 90 days written notice of the landlord's intention to do so.

10. Subsection 120(1) of the Act states the following:

No landlord may increase the rent charged to a tenant, or to an assignee under section 95, during the term of their tenancy by more than the guideline, except in accordance with section 126 or 127 or an agreement under section 121 or 123.

11. Section 136(2) of the Act goes on to establish when an increase will be deemed lawful and provides:

An increase in rent shall be deemed to be lawful unless an application has been made within one year after the date the increase was first charged and the lawfulness of the rent increase is in issue in the application.

12. The Tenant's claim is limited by the Act both through a limitation period to make the claim to the Board in s. 135(4) and because of the deemed lawfulness under s. 136(2). It was uncontested that the Tenant did not file an application challenging the lawfulness of the increase for 2023, on or before December 1, 2024, and therefore the increase of the rent on December 1, 2023, in the amount of \$2,584.53 is deemed lawful.
13. The Landlord increased the rent by 2.5% for the year 2024, and sent an email, with the N1 notice, to the Tenant on or about August 3, 2024, that the rent would be increasing to \$2,671.50 effective December 1, 2024. The Landlord submitted the email to support his testimony.

14. Based on the evidence before me, and on a balance of probabilities, I find that the Landlord provided 90 days' notice to the Tenant, pursuant to the Act, the increase are in accordance with the Act, therefore lawful rent remains at \$2,671.50 for December 1, 2024. There were no further increases in 2025, as the Tenant vacated the unit prior to the effective date of December 1, 2025.
15. Since the Tenant did not prove the allegations set out in the application, this portion of the application must be dismissed.

Interest on rent deposit owing

16. The parties agreed that the Tenant paid a rent deposit in the amount of \$2,400.00 on or around December 1, 2021.
17. The Tenant states that the Landlord did not pay him the interest on the last month's rent deposit for the period of December 1, 2021, to the date he moved out of the unit on August 31, 2025.
18. The Landlord did not dispute the Tenant's evidence and admitted that he did not pay the interest on the rent deposit. He testified that the Tenant owes him money because the rent was higher than the deposit paid.
19. Section 106(6) of the Act states:

“a Landlord of a rental unit shall pay interest to the tenant annually on the amount of the rent deposit at a rate equal to the guideline determined under section 120 that is in effect at the time payment becomes due”

20. Landlords are required to pay interest on a last month's rent deposit to a tenant annually pursuant to s. 106(6) of the Act so if the deadline for payment arrives and the Landlord does not pay the interest or use it to top up the deposit then at that point in time the Landlord starts to illegally retain the interest.
21. Based on the parties' evidence and submissions at the hearing, I find that the Tenant paid a last month's rent deposit in the amount of \$2,400.00 on December 1, 2021, which was applied on December 1, 2022. Interest at 1.2% for that period is \$28.80. Interest of 2.5% for the second period, which was applied on December 1, 2023, is in the amount of \$60.72. Interest of 2.5% on the third period, which was applied on December 1, 2024, is in the amount of \$62.24. And the final period is calculated at 2.5% to the date the Tenant moved out of the unit on August 31, 2025, which is the amount of \$42.56.
22. The Tenant is entitled to interest on the last month's rent deposit they provided to the Landlord.
23. As such, the Landlord shall pay to the Tenant the total interest owing in the amount of \$194.32.
24. This order contains all of the reasons, and no further reasons shall be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$194.32 This amount represents interest on the last month's rent deposit.
2. The Landlord shall pay the Tenant the full amount owing by June 30, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 30, 2026, the Landlord will owe interest. This will be simple interest calculated from July 1, 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 17, 2026
Date Issued

Colette Myers
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.

