



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-015907-26

In the matter of: 1885 ROSEFIELD RD
PICKERING ON L1V3K1

Between: Olusegun Richard Babatola Tenant

And

KRUBARAJA VARARATHARAJAH Landlord

Olusegun Richard Babatola (the 'Tenant') applied for an order determining that KRUBARAJA VARARATHARAJAH (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 2, 2026.

Only the Tenant attended the hearing.

As of 9:21A.M., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

Overview:

1. The Tenant's application is filed under section 135 of the *Residential Tenancies Act, 2006* (the "Act") and claims the Landlord illegally collected or retained money.
2. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Preliminary Issue

3. At the outset of the hearing, I had asked the Tenant to clarify the exact address of the rental unit as the application form implied the Tenant had rented the entire house. The

Tenant confirmed he had been renting the Basement Unit in the house and consented to his application form to be amended to reflect same.

T1 Application -Determinations

4. The Landlord and Tenant entered into a lease agreement on May 12, 2025.
5. At the start of the tenancy, the Tenant paid the Landlord a last month rent deposit in the amount of \$1,750.00.
6. The Tenant testified that on or around December 7, 2025, he spoke with the Landlord verbally and sent a text message stating that he wished to terminate his tenancy. The Landlord responded by saying that he would be agreeable to terminate the tenancy as of January 31, 2026.
7. Section 47 of the Act states that: "A tenant may terminate a tenancy at the end of a period of the tenancy or at the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with section 44".
8. Subsection 44(2) of the Act states that: "A notice under section 47, 58 or 144 to terminate a monthly tenancy shall be given at least 60 days before the date the termination is specified to be effective and that date shall be on the last day of a rental period."
9. Notwithstanding the fact that no formal N9 Notice to Terminate was provided by the Tenant to the Landlord, it was understood by both parties that the tenancy would be terminated as of January 31, 2026.
10. The Tenant testified that on or around January 24, 2026, he told the Landlord that he needed more time to find a place. The Landlord said he would ask the new tenant if he could delay his move in date by an extra month and the new tenant agreed. Thus, the new termination date of the tenancy would be February 28, 2026.
11. The Tenant testified that on or around January 29, 2026, his rental application for another unit had been approved and advised the Landlord he would move out as per the original date of January 31, 2026.

Rent deposit applied to last month of tenancy

12. The Landlord and Tenant agreed to a revised termination date of February 28, 2026. Four days later, the Tenant advised that he could vacate on the original termination date. This change was prejudicial to the Landlord, who had already made arrangements with a new tenant, including a confirmed move-in date, in reliance on the agreed extension. The Tenant's last-minute reversal disrupted those arrangements and resulted in the Landlord incurring a loss of one month's rent. I am satisfied the parties agreed to a new termination date of February 28, 2026, and on that basis the Landlord was entitled to apply the deposit to the month of February.

13. As a result, I find that the Landlord did not illegally retain the Tenant's rent deposit.

It is ordered that:

1. The Tenant's application is dismissed.

June 25, 2026
Date Issued

Farzana Kanji
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.