



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-106652-25

In the matter of: 5, 341 HILTON AVE
LONDON ON N5W2R7

Between: Mazyed Al-Adhim Tenant

And

Damian Gut Landlord

Mazyed Al-Adhim (the 'Tenant') applied for an order determining that Damian Gut (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 8, 2026.

Only the Tenant attended the hearing.

As of 9:34 a.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:

1. The Tenant testified that he applied to rent the unit through Rentals.com. Following discussions between the parties, and although no written tenancy agreement was executed, they reached an agreement by telephone whereby the tenancy would commence on December 21, 2025. The parties further agreed that the tenancy would be for a fixed term from January 1, 2026 to December 31, 2026, at a monthly rent of \$1,447.00, with the Tenant responsible for the cost of electricity.
2. On December 13, 2025, the Tenant remitted \$2,894.00 to the Landlord by Interac e-Transfer, representing the equivalent of first and last month's rent.
3. The Tenant testified that, due to uncertainty regarding his employment and layoffs occurring at his workplace, he became concerned about his financial stability and ultimately decided not to proceed with the tenancy. On December 16, 2025, prior to taking possession of the rental unit, the Tenant advised the Landlord that he wished to withdraw from the arrangement .

4. Based on the Tenant's uncontested evidence and pursuant to section 2 of the *Residential Tenancies Act, 2006* (the 'Act'), I find that the parties entered into an oral tenancy agreement respecting the rental unit. Although no written agreement was signed, the essential terms of the tenancy, including the commencement date, fixed term, monthly rent, and responsibility for utilities, had been agreed upon by the parties. The Tenant's application for the unit through Rentals.com, the subsequent discussions between the parties, and the payment of first and last month's rent further support the conclusion that the parties intended to enter into a tenancy agreement.
5. While a tenancy agreement was formed, the monies paid remain governed by the Act and are not forfeited automatically upon repudiation. The legal framework requires compensation based on actual loss, not penalty.
6. The Landlord did not attend the hearing and given the absence of evidence of damages or mitigation, the Landlord has not met the burden required to retain the funds. As such, I find the Tenant is entitled to a return of the deposit paid to the Landlord.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,942.00. This amount represents:
 - \$2,894.00 for the illegal charge collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by July 3, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by July 3, 2026, the Landlord will owe interest. This will be simple interest calculated from July 4, 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 22, 2026
Date Issued

Christina Philp
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.