



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-019794-26

In the matter of: 802, 250 FREDERICK ST
KITCHENER ON N2H 2N1

Between: Saleh Abdu Hudud Hijam Tenant

and

250 Frederick Inc. Landlord

Saleh Abdu Hudud Hijam (the 'Tenant') applied for an order determining that 250 Frederick Inc. and 250 Frederick Inc. (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 16, 2026.

The Tenant, Saleh Abdu Hudud Hijam, and his representative, Tanesha Farquharson, and the Landlord's agent, Darren Fink, attended the hearing.

The Tenant's witness, Nasit Mahmad Ali Mahmad Ali, and interpreter Eyob Gebreamlak also attended the hearing.

Determinations:

Preliminary issues

1. Saleh Abdu Hudud Hijam is the sole named Tenant in the lease agreement while Ms. Ali was an occupant.
2. On the consent of the parties, the Application is amended to add Saleh Abdu Hudud Hijam as the Tenant and remove Nasit Mahmad Ali Mahmad Ali as a Tenant.

Tenant Application for a Rebate of Money the Landlord owes (T1)

3. The Tenant alleges in his application that the Landlord did not use his last month's rent deposit of \$2,150.00 for the last rental period of the tenancy and did not return the deposit to him after the tenancy ended. The Tenant seeks an order requiring the Landlord to pay \$2,150.00.

4. The tenancy began on January 1, 2024. The lease provides that the Landlord collected a last months' deposit of \$2,099.00. It is undisputed that the keys for the rental unit were returned on October 29, 2025.
5. Nasit Mahmad Ali Mahmad Ali, the spouse of the Tenant, testified that she has direct knowledge regarding the material facts set out in this Application. She also confirmed that the Tenant had knowledge of her communications with the Landlord during the tenancy.
6. In July 2025, Ms. Ali communicated with the Landlord's agent by text message and informed them that she intended to move out of the rental unit. The Landlord's agent responded that 60 days' notice was required and indicated a termination date of September 30, 2025.

- On July 21, 2025, the Landlord's Agent wrote to Ms. Ali: "they will not accept, you need to give 60 days' notice and stay until September 30th." Ms. Ali responded that she wanted to move at the end of this month (July 2025).

Landlord's agent responded "you can't as you have haven't given 60 days' notice. That is what is required by law so you have to stay until the end of September."

- On September 3, 2025, the Landlord's agent wrote: "Hello, as per our discussion last month, you need to give 60 days' notice in writing. It cannot be verbal; you have to sign an N9 which is an agreement to end the tenancy which you have not done."
7. When rent was withdrawn from Ms. Ali's bank account in September 2025, the Tenant contacted the Landlord and was told that an N9 had not been signed. The Tenant and Ms. Ali subsequently signed an N9 notice dated September 3, 2025, with a termination date of October 31, 2025.
 8. Ms. Ali testified that the Tenant moved out of the rental unit on August 1, 2025. Despite moving out, the Tenant did not sign an N9 notice at that time. Ms. Ali testified that she believed the text message exchange in July 2025 was sufficient to terminate the tenancy as of September 30, 2025.
 9. The Tenant returned the keys on October 29, 2025. The Landlord applied the last month's rent deposit of \$2,099.00 to October 2025.
 10. The Tenant's representative submitted that Ms. Ali has a language barrier and understood that the tenancy would terminate on September 30, 2025. The representative also submitted that the Landlord should have informed the Tenant that an N9 notice was required to be signed to terminate the tenancy.

Analysis and Findings

11. The issue before me is whether the Tenant is entitled to the return of his rent deposit.
12. Based on the evidence before me, I am not satisfied that the parties agreed to terminate the tenancy on September 30, 2025.

13. The July 2025 text message relied upon by the Tenant shows that the Landlord's agent informed the Tenant/Ms. Ali that 60 days' notice was required to terminate the tenancy. The messages do not establish an agreement between the parties to terminate the tenancy effective September 30, 2025. In addition, the Tenant remained in possession until the keys were returned on October 29, 2025.
14. Section 47 of the *Residential Tenancies Act, 2006* (the 'Act') provides that 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 s. 44(2) which provides:
 - (2) 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.
15. In this case, the Tenant gave the Landlord an invalid an N9 notice on September 3, 2025, which is 58 days before the termination date specified on the notice (October 31, 2025).
16. In these circumstances, the Tenant was required to either: enter into an agreement with the Landlord to terminate the tenancy in accordance with s. 37(3) of the Act; or serve a new notice to terminate their tenancy in accordance with s. 44(2). The Tenant did neither.
17. Subsection 88(1)1 of the Act addresses how much rent a tenant may owe if they vacate a rental unit without having served a valid notice of termination or entering into an agreement to terminate the tenancy:
 - (1) If a tenant abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made or the landlord has not given notice to terminate the tenancy, a determination of the amount of arrears of rent owing by the tenant shall be made in accordance with the following rules:
 1. If the tenant vacated the rental unit after giving notice that was not in accordance with this Act, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with section 47, 96 or 145, as the case may be.
18. As the Tenant vacated the unit without having served a valid notice of termination or entering into an agreement to terminate the tenancy, in accordance with subsection 88(1) of the Act, the Tenant is liable for rent owing up to the earliest termination date that could have been specified had a proper notice been given.
19. In this case, the earliest termination would have been November 30, 2025, being the last day of the next rental period following the date the Tenant vacated the unit. Therefore, the Tenant is not entitled to the rebate claimed in the application.

It is ordered that:

1. The Tenant's application is dismissed.

June 23, 2026

Date Issued

Adeela Alvez

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.