



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-106270-25

In the matter of: 112 STONE CHURCH RD W
HAMILTON ON L9B1A3

Between: Prakash Udai Narayan Singh Tenants
Mankarn Singh Kahlon

And

Sajid Hossain Landlord

Prakash Udai Narayan Singh and Mankarn Singh Kahlon (the 'Tenants') applied for an order determining that Sajid Hossain (the 'Landlord') collected or retained money illegally.

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

The Landlord and the Tenants attended the hearing.

Determinations:

1. The Tenants allege that the Landlord did not apply the last month's rent deposit to the final rental period of the tenancy and did not return the deposit to the Tenants.
2. The tenancy commenced on November 4, 2025. The Tenants vacated the rental unit on November 18, 2025, and returned the keys to the Landlord on November 24, 2025.
3. The Tenants submitted that they intended to enter into a one-year tenancy agreement; however, the Landlord did not execute a written lease. The Landlord testified that although the parties initially discussed a one-year term, the Tenants subsequently advised that they required the rental unit only on a short-term basis, and the parties agreed to a two-month tenancy.
4. It is undisputed that on October 28, 2025, the Tenants paid the Landlord \$4,200.00 representing first and last month's rent.
5. The Tenant, Prakash Udai Narayan Singh ('PS') testified that shortly after taking possession of the rental unit, the Tenants experienced excessive noise. PS testified that he works at a hospital and requires adequate rest and that the noise prevented him from sleeping. PS stated that, as a result, the Tenants vacated the rental unit shortly after moving in.

6. The Landlord testified that the Tenants advised him that they needed to return to India to attend a family wedding and requested the return of their money. PS did not dispute that such discussions occurred but maintained that the reason for vacating the rental unit was the excessive noise.
7. PS further testified that the Landlord agreed to return \$3,200.00 of the \$4,200.00 paid by the Tenants, retaining \$1,000.00 to compensate for the period during which the Tenants occupied the rental unit. The Landlord denied that any such agreement was reached. No documentary evidence or other independent evidence was submitted to corroborate the existence of an agreement to return any portion of the deposit.
8. PS also testified that former occupants of the rental unit began moving belongings into the unit on November 16, 2025, with the intention of reoccupying the premises, in which the Landlord denied.
9. The Landlord testified that he did not consent to an early termination of the tenancy. The Landlord further testified that he attempted to mitigate his losses by advertising the rental unit through Kijiji and Facebook Marketplace in December 2025, but that the unit remained vacant as of the date of the hearing. No documentary evidence was submitted to confirm that the rental unit was advertised.
10. I find that the parties provided conflicting evidence regarding several aspects of the tenancy, including the agreed term of the tenancy, the circumstances surrounding the Tenants' departure, and whether the Landlord agreed to return any portion of the monies paid. Having heard the testimony of both parties, I find each witness to be equally credible. Where the evidence conflicts, I am unable to prefer the evidence of one party over that of the other, particularly as the evidence before me consists solely of oral testimony and no documentary evidence was submitted to substantiate either party's position.
11. Although the parties disagree as to whether the tenancy was intended to be for a one-year term or a two-month term, I do not find that issue determinative. In either case, the Tenants were not entitled to unilaterally terminate the tenancy without providing notice in accordance with the *Residential Tenancies Act, 2006* (the "Act"), unless otherwise agreed to by the Landlord. The evidence establishes that the Tenants vacated the rental unit approximately two weeks after taking possession and did not provide notice in accordance with the Act.
12. As this is the Tenants' application, the burden rests with the Tenants to establish their claim on a balance of probabilities. While I accept that the Tenants vacated the rental unit shortly after taking possession, the evidence before me is insufficient to establish that the Landlord agreed to return the last month's rent deposit or otherwise release the Tenants from their obligations under the oral tenancy agreement. In particular, there is no documentary evidence confirming an agreement to refund any portion of the monies paid by the Tenants, and I am unable to conclude, on a balance of probabilities, that such an agreement was reached.
13. I further note that the Tenants paid first and last month's rent in the total amount of \$4,200.00 and occupied the rental unit for a portion of November 2025. Even accepting the Tenants' position that the tenancy was intended to be short-term, the monies retained by the Landlord are consistent with the rent payable for the period of occupancy and, at a

minimum, the period for which the Tenants remained liable after vacating without proper notice. Given the Tenants' obligation to provide notice in accordance with the Act, and the absence of sufficient evidence establishing an agreement to refund any portion of the monies paid, I am not satisfied on a balance of probabilities that the Landlord improperly retained the last month's rent deposit. Accordingly, this application is dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

June 26, 2026

Date Issued

Christina Philp

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.