



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

File Number: LTB-T-012485-26

In the matter of: 1226 LESLIE DR
INNISFIL ON L9S0G3

Between: TARANJIT SINGH Tenants
PARNEET KAUR

And

FARIBA MORSALI Landlord

TARANJIT SINGH and PARNEET KAUR (the 'Tenant') applied for an order determining that FARIBA MORSALI (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 25, 2026.

Only the Tenants attended the hearing.

As of 9:23 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The Landlord submitted an adjournment request to the Board on Friday, May 22, 2026. The Landlord did not obtain consent from the Tenants to adjourn and they opposed this request. The Landlord failed to comply with the requirements to adjourn a matter, nor did they have anyone appear on their behalf to make the request. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenants T1 application alleges that the parties entered into a tenancy agreement and the Landlord did not give the Tenants access to the rental unit as agreed.
3. The Tenants testified that they made a deposit for the rental unit on January 9, 2026. They state that after they made the deposit, they continued to see the ad for the rental unit online. The Tenants being concerned that it was a scam requested a lease agreement from the Landlord and the Landlord stated that it is a verbal tenancy agreement and she assured them that it was not a scam. On January 13, 2026, the Tenants informed the Landlord that they were cancelling their lease.

4. Section 2(1) of the Act defines a “tenancy agreement” as follows:

“Tenancy agreement” means a written, oral or implied agreement between a tenant and a landlord for occupancy of a rental unit and includes a licence to occupy a rental unit; (“convention de location”)

5. The evidence before me is that the Tenants elected not to take possession. After the Tenants withdrew their intent to occupy the unit – the Landlord did not fail to provide the Tenants with vacant possession. Based on the evidence I’ve heard I can only infer that if the Tenants did not cancel their lease agreement on January 13, 2026, that the Landlord was ready, willing and capable of providing vacant possession on the move-in date of February 1, 2026.
6. The Landlord collected a rent deposit and was ready to provide the Tenants with vacant possession of the rental unit. Therefore, the Landlord is not required to repay the rent deposit.

It is ordered that:

1. The Tenants application is dismissed.

June 30, 2026
Date Issued

Chris Hall
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.

