



Order under Section 135 Residential Tenancies Act, 2006

Citation: Patel v Swenson, 2026 ONLTB 1298

Date: 2026-01-05

File Number: LTB-T-032051-24

In the matter of: 676 COLLEGE ST
TORONTO ON M6G1B8

Between: Marmik Patel Tenant

And

Michael Shore Landlord

Marmik Patel (the 'Tenant') applied for an order determining that Michael Shore (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on December 16, 2025. The Tenant attended the hearing and spoke with duty counsel prior to the scheduled hearing. The Landlord's agent David Shore who is also the Landlord's father attended the hearing on behalf of the Landlord.

Documentation signed by Michael Shored dated October 17, 2024 authorizes his father David Shore to act on behalf for this proceeding. The documentation was filed with the Landlord and Tenant Board on August 20, 2025.

Interim Order LTB-T-032051-24-IN issued October 7, 2024, amends the T1 application ('application') to reflect Michael Shore as the Landlord and not Dash Swenson as noted in the application.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. *Illegal charge collected by Landlord*

The Landlord did not collect a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act').

3. It is an undisputed fact that the Tenant moved out of the rental unit on January 31, 2024.

4. It is undisputed that there was a written lease agreement for the term commencing September 1, 2023 - December 31, 2023. The Tenant produced a copy of the written lease agreement. The written lease agreement is in the form of an email dated August 27, 2023 from Dash Swenson who is also known as David Shore.
5. The lease agreement notes that the Tenant is to e-transfer \$1,890.00 to secure the rental unit and that it will also apply to the security deposit. The Tenant produced a copy of an e-transfer sent to the Landlord on August 27, 2023 in the amount of \$1,890.00 for the security deposit. The Landlord concedes this was received. The lease agreement further notes that the security deposit will be returned upon the Tenant vacating the rental unit on December 31, 2023, or if the Tenant extends his stay, upon the Tenant vacating at a later date to be determined and agreed upon. The lease agreement further notes that \$1,890.00 for the monthly rent is due on the first of each month commencing September 1, 2023.
6. The parties concede that conversations between the Tenant and David Shore took place by telephone in November 2023 and December 2023. The Tenant states that they mutually agreed to extend the lease to January 31, 2024. The Tenant produced a copy of an e-transfer sent to the Landlord on January 5, 2024 in the amount of \$1,890.00 which is for the January 2024 monthly rent and the Landlord does not dispute receiving this amount.
7. The Tenant states that the Landlord did not refund the security deposit upon the Tenant vacating the rental unit on January 31, 2024. The Tenant produced text message correspondence from David Shore to the Tenant dated February 2, 2024 which notes that the Landlord has not found someone else to rent the unit. The Tenant's position is that the Landlord illegally collected and retained the amount of \$1,890.00 because the Landlord is not allowed to collect a security deposit under the Act. The Tenant states that the Landlord is only authorized under the Act to collect a last month's rent deposit in addition to the monthly rent.
8. The Landlord states that when the written lease agreement was made with the Tenant it was a short-term four-month lease because the Tenant had just started a new job and was on probation. The Landlord states the amount of \$1,890.00 paid by the Tenant on August 27, 2023 was collected by the Landlord as the last month's rent deposit.
9. The Landlord states in November 2023 he communicated with the Tenant regarding the lease continuing past December 2023 and there was a verbal agreement that the tenancy would continue month to month after December 31, 2023 but that the parties did not discuss how much notice would be required when the Tenant wants to move out.
10. The Landlord produced a copy of a text message dated January 5, 2024 which was from the Tenant to David Shore and notes that the Tenant is potentially looking for another place to move for February and will advise the Landlord if he finalizes something. The Tenant further notes in the text message that he will continue to stay if he does otherwise find somewhere else to move to.
11. The Landlord produced a copy of another text message dated January 16, 2024 from the Tenant to David Shore which notes the Tenant has found another place for February and the Tenant will be moving out at the end of January. The Landlord states that he advised

the Tenant that if the Landlord could find someone else to rent the unit for February 2024, the amount of \$1,890.00 being held by the Landlord would be returned to the Tenant.

12. The Landlord states that no one told the Tenant he had to move out in January. The Landlord's position is the Tenant did not give the required 60 days notice in accordance with the Act. The Landlord states that within a few days of receiving this notice from the Tenant, the Landlord started advertising the rental unit on Craig's List, and Facebook Marketplace. The Landlord states there were two showings while the Tenant was still living in the rental unit. The Landlord states that it also advertised a discounted rent for February 2024 in an effort to attract someone to re-rent the unit for February 2024. The Landlord states it was unable to re-rent the unit until May 1, 2024.

Analysis

13. Subsection 44(2) of the Act stipulates that to terminate a monthly tenancy, notice 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 the rental period.
14. Subsection 105(1) of the Act stipulates that the only security deposit that a Landlord may collect is a rent deposit collected in accordance with s. 106.
15. The definition of a security deposit as noted in subsection 105(2) and 106 is as follows:

“security deposit” means money, property or a right paid or given by, or on behalf of, a tenant of a rental unit to a landlord or to anyone on the landlord's behalf to be held by or for the account of the landlord as security for the performance of an obligation or the payment of a liability of the tenant or to be returned to the tenant upon the happening of a condition.
16. Subsection 106(1) of the Act notes that a landlord may require a tenant to pay a rent deposit with respect to a tenancy if the landlord does so on or before entering into the tenancy agreement.
17. Subsection 106(10) of the Act notes that a landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates.
18. I find the Landlord did not illegally collect or retain money when the Landlord did not return the \$1,890.00 security deposit collected on August 27, 2023 when the Tenant moved out of the rental unit on January 31, 2024. My reasons are below.
19. Based on the definition set out with the Act, I find security deposit and rent deposit essentially mean the same thing and that a landlord may only collect this in addition to the monthly rent and that it must be collected on or before the tenancy agreement starts and can only be applied to the last month of the tenancy.
20. The written lease agreement produced for the hearing clearly notes the lease expires on December 31, 2023. This is a fixed term lease. I find the fixed term lease ended on this date. It is undisputed that the parties agreed to extend the lease beyond this term by way

of a verbal agreement. As a result, I find the lease continued as a month-to-month tenancy.

21. I find the text message dated January 5, 2024 from the Tenant to David Shore advises that the Tenant is considering moving for February and will advise if he finds something, otherwise he will continue to stay in the rental unit. I do not find this text message notifies the Landlord that the Tenant will be moving out as the text message explicitly states the Tenant has not decided if he will be moving. I find the text message provided by the Tenant to David Shore on January 16, 2024 clearly advises the Landlord that the Tenant will be moving out on January 31, 2024 and the Tenant did move out on this date.
22. The Tenant provided the Landlord with two weeks notice which not in accordance with subsection 44(2) of the Act which requires at least 60 days notice.
23. I accept the Landlord's testimony which I find persuasive that the Landlord tried to mitigate its losses by trying to advertise the unit for rent within days of receiving the notice on January 16, 2024 from the Tenant. The Landlord provided further details regarding two showings prior to the Tenant moving out which was undisputed by the Tenant and that a discounted rate for the rent was advertised for February. Based on this information, I accept the Landlord's testimony that the unit was not re-rented before May 2024.
24. For the reasons above, the Tenant's application is dismissed. I do not find the Landlord collected or retained \$1,890.00 illegally. While referenced as a security deposit in the written lease agreement, I accept this amount was for the last month's rent deposit, collected prior to the commencement of the lease on September 1, 2023. I do not find the Landlord is obligated to return this amount to the Tenant because I accept the Tenant provided less than 60 days notice when the Tenant vacated the rental unit. I find this created prejudice for the Landlord as the Landlord did not re-rent the unit before May 1, 2024.

It is ordered that:

1. The Tenant's application is dismissed.

January 5, 2026
Date Issued

Kimberly Parish
Vice Chair, 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.