



Order under Section 135 of the Residential Tenancies Act, 2006

File Number: LTB-T-008699-24-HR

In the matter of: 9, 663 Marentette Avenue
Windsor, ON N9A1Z3

Between: Lynnette Jallow Tenant

and

2692140 Ontario Inc. o/a K and K Management Klinec Landlord
Manufacturing Ltd

HEARING ORDER

Lynnette Jallow (the 'Tenant') applied in a T1 application seeking an order determining that 2692140 Ontario Inc. o/a K and K Management Klinec Manufacturing Ltd (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on September 25, 2024. The Tenant attended the hearing. As of 10:08am (the hearing was scheduled to start at 9am) the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB by mail on July 15, 2024. There was no record of a request to adjourn or reschedule the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Unfortunately, the Member who heard the application left the LTB without issuing an order.

The Associate Chair of the LTB determined that the prior Member is unable to issue a decision in this matter. The application was therefore reassigned by the Associate Chair's authority under section 4.4(1) of the *Statutory Powers Procedure Act* (the 'SPPA'). As the reassigned adjudicator, I have elected under section 4.4(6) of the SPPA to make a decision on the basis of listening to the existing hearing recording from the September 25, 2024 hearing, and by reviewing the file in the Tribunals Ontario Portal (TOP).

Determinations:

1. Based on the uncontested testimony and evidence of the Tenant, as explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord shall pay the Tenant **\$1,059.85**.
2. The Tenant testified she moved into the rental unit around June or July of 2020 and she had lived there for about 3 years altogether. The Tenant testified that the normal monthly rent was due on the first (1st) day of each month. Rent was \$400.00 per month.

3. The Tenant testified that social services had paid the Landlord directly for the last month's rent deposit around July 14, 2020. The Tenant submitted a letter from the City of Windsor Housing and Children's Services, showing that \$400.00 had been paid directly to the property management company on July 14, 2020. The Tenant testified she had never received a return of the deposit from the Landlord.
4. The Tenant testified there was a history of the Landlord turning off vital services and going forward with N13 renovations in an unlawful way. Eventually, there was an order prohibiting occupancy, so she had to move out of the rental unit on February 9, 2023.
5. The Tenant testified that when she vacated the rental unit, she had to go to a women's shelter. At the time she vacated, social services had already direct-paid the Landlord \$400.00 for February 2023 rent, and \$400.00 for March 2023 rent.
6. The daily compensation rate is \$13.15. This is calculated by the monthly rent of (\$400 times 12 months) divided by 365 days.
7. Since the Tenant moved out on February 9, 2023, the Landlord owes a return of 19 days of daily compensation for the rest of February (10th – 28th). The Landlord also owes a return of \$400.00 for the March 2023 rent. In total, there is \$649.85 owing for a return of rent from February 10 to March 31, 2023.
8. The Landlord also owes the tenant \$400 for the last month's rent deposit.
9. The Tenant also sought interest on the last month's rent deposit.
10. Based on the Tenant's uncontested evidence, I am satisfied that the Landlord owes the Tenant interest on the last month's rent deposit, from the date of collection to the date of vacate.
11. The LTB calculates interest owing on the last month's rent deposit using the percentages posted by the Ontario government on its website for residential rent increases by year. Using the interest rates of 2.2% for 2020, 0% for 2021 (due to COVID19), 1.2% for 2022, and 2.5% for 2023, the total amount of interest owing on the deposit is \$10.00.
12. Usually a successful applicant will receive reimbursement of the filing fee for the application; however, the Tenant received a fee waiver for this application.

It is ordered that:

13. The total amount the Landlord shall pay the Tenant is **\$1,059.85**. This amount represents:
 - \$649.85 for rent pre-paid directly by social services for February 10 to March 31, 2023;
 - \$400.00 for a return of the last month's rent deposit; and
 - \$10.00 interest owing on the last month's rent deposit.
14. The Landlord shall pay the Tenant the full amount owing by January 20, 2026 (standard 11 days from the issuance date of this order).

15. If the Landlord does not pay the Tenant the full amount owing by January 20, 2026, the Landlord will owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.
16. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 9, 2026

Date Issued

Michelle Tan

Vice Chair, 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.