



Order under Section 135 Residential Tenancies Act, 2006

Citation: Lumbeto v Leonard, 2026 ONLTB 1935

Date: 2026-01-05

File Number: LTB-T-088662-24

In the matter of: 307, 245 KENT ST
OTTAWA ON K2P0A5

Between: Christian Lumbeto Tenant

And

William Leonard Landlord

Christian Lumbeto (the 'Tenant') applied for an order determining that William Leonard (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 5, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$1,716.37, including the cost of filing the application.
2. At the hearing, the parties did not dispute the following facts:
 - i. The parties signed a fixed term lease agreement on September 19, 2024 for the period from October 17, 2024 to October 31, 2025.
 - ii. The Tenant was to pay \$500.00 on September 19, 2024 to secure the unit, \$1,750.00 on October 3, 2024 as a last month's rent deposit, and \$806.00 on October 17, 2024 as prorated rent for the month of October 2024. These dates were also listed in section 8 of the lease agreement.
 - iii. The Tenant made the respective payments for September 19 and October 3, 2024, but did not pay any prorated rent for October 2024. The total amount the Tenant paid to the Landlord was \$2,250.00 (\$500.00 + \$1,750.00).

- iv. The Tenant informed the Landlord via text on October 1, 2024 that he would have to delay moving into the unit until October 30, 2024. The Landlord reminded the Tenant that he would still be paying rent from October 17, 2024 as agreed regardless of a delayed move in date. The Tenant requested the Landlord use the \$500.00 deposit paid on September 19, 2024 towards the prorated rent for October 2024, but the Landlord refused.
 - v. The Landlord texted the Tenant on October 16, 2024 asking when the Tenant could meet to collect the keys as he was entitled to possession of the unit the next day. The Tenant replied the same day he could not meet until October 26, 2024 to which the Landlord agreed.
 - vi. The Landlord told the Tenant via text on October 17, 2024 that if he did not pay the prorated rent for October 2024 by the end of the day the lease agreement would be void.
 - vii. After the Tenant did not pay the prorated rent for October 2024, the Landlord and Tenant engaged in an email chain from October 18, 2024 to October 27, 2024 in which the Landlord stated the Tenant breached the lease, and the last month's rent deposit would be held until a new tenant could be found. The Landlord then told the Tenant on October 27, 2024 that the unit was re-rented for November 15, 2024, and he would only be returning \$581.63 of the \$2,250.00 paid by the Tenant. The Landlord subtracted a per diem amount from October 17, 2024 to November 15, 2024 from the Tenant's payments to arrive at the returned amount. The Landlord then paid the Tenant \$581.63.
3. The Tenant testified he was aware of the terms of the agreement and was still willing to move in, but he did not think it was fair to pay for time he was not in the unit when his circumstances had changed. It was the Landlord who then terminated the lease before the Tenant could move in.
4. The Landlord argued that the parties had already negotiated and signed a lease with a set start date. The Tenant was given the opportunity to take possession on October 17, 2024 but refused. The Landlord became frustrated by the Tenant's attempts to unilaterally change the agreed upon terms of the lease and stated that if the Tenant did not adhere to the terms then the lease was essentially void. The Landlord should be able to keep the last month's rent deposit until the new lease started on November 15, 2024 and for the aggravation of having to find a new tenant.
5. Section 107 of the *Residential Tenancies Act, 2006* (the 'Act') states that a landlord shall repay the amount received as a rent deposit in respect of a rental unit if vacant possession of the rental unit is not given to the prospective tenant.
6. The text message exchange between the parties submitted at the hearing show that the Tenant still intended to move into the unit, but there was an issue regarding how much rent should be paid for October 2024. When the Tenant tried to change the tenancy start date to pay a lesser prorated amount for October 2024, the Landlord then told the Tenant on October 17, 2024: "Pay the \$806 by the end of today or the agreement is void." When the

Tenant did not pay the amount, the Landlord then informed the Tenant on October 18, 2024 that the unit was no longer available.

7. Section 13 of the Act states that the tenancy begins on the day the tenant is entitled to occupy the rental unit under the tenancy agreement; in this instance, October 17, 2024. The Tenant was given the opportunity to collect the keys to the unit on October 17, 2024, but was unable to do so due to his own organizational issues.
8. The Tenant may have been in breach of the agreement by October 18, 2024 by not paying the rent owing from October 17, 2024, but he did not express the intention to terminate the agreement outright. In fact, the text exchanges show the Tenant requesting the \$500.00 payment made on September 19, 2024 (which was in addition to the last month's rent deposit and therefore contrary to sections 105 and 106(2) of the Act) be applied to October 2024's prorated rent, but the Landlord refused. The Landlord therefore unreasonably withheld possession of the unit after issuing the Tenant an ultimatum when he had other legal avenues that could have been exercised to deal with the arrears issue for October 2024. Instead, the Landlord chose to unilaterally declare the agreement void and triggered section 107 of the Act when he stated on October 18, 2024 that the unit was no longer available and did not give vacant possession to the Tenant. Therefore, the Landlord must repay the rent deposit and the additional \$500.00 security deposit totaling \$2,250.00
9. Since the Landlord has already repaid \$581.63 to the Tenant, the amount outstanding is therefore \$1,668.37 (\$2,250.00 - \$581.63).

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is **\$1,716.37**. This amount represents:
 - \$1,668.37 for the remaining balance of the full deposit paid by the Tenant
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 16, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 16, 2026, the Landlord will owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 5, 2026

Date Issued

Fotoula Hatzantonis

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.