



Order under Section 135 of the Residential Tenancies Act, 2006

File Number: LTB-T-099488-23-HR

In the matter of: 506, 744 Fanshawe Park Road East
London ON N5X2L9

Between: Matt Scarpelli Tenant

and

Ayden S Pearson Landlord

Matt Scarpelli (the 'Tenant') applied in a T1 application seeking an order determining that Ayden S Pearson (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on July 17, 2024. The Tenant attended the hearing. As of 9:33am (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. The Landlord had provided consent for the LTB to email notices prior to the hearing. The LTB emailed the Landlord the notice of hearing on February 27, 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 July 17, 2024 hearing, and by reviewing the file in the Tribunals Ontario Portal (TOP).

Determinations:

1. As explained below, the Tenant's testimony was uncontested, and he proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$1,121.28 in total.
2. The Tenant testified that he paid a last month's rent deposit of \$1,073.00 to the Landlord at the start of the tenancy, on October 1, 2018. The Tenant testified that he moved out of the rental unit on December 3, 2023 after the Landlord gave him an eviction notice. Since he had received several eviction notices in the past, and since the rental unit had many pest infestation problems such as ants, cockroaches and bedbugs, he decided to vacate. He

had already paid November 2023 rent in full. Since he moved out only 3 days into December 2023, he wanted the portion of last month's rent deposit back for the rest of December (4th – 31st).

3. I note that even though the Tenant characterized the eviction as "wrongful", during the hearing he admitted he had been evicted due to a prior LTB order from another application in which the Landlord secured an eviction. The Tenant had not requested a review of that eviction order or appealed the decision.
4. I did not accept the Tenant's calculation from the T1 application for the portion of rent owing from December 4 – 31 because it was higher than the daily compensation rate. The deposit was \$1,073.00. The daily compensation rate is therefore \$35.28 per day. This is calculated by (\$1073 times 12 months) divided by 365 days. The amount of deposit owed back for 28 days of December 2023 is \$987.84.
5. The Tenant also submitted that he moved to a place that costs \$500 more per month (\$6,000 per year) in rent. The Tenant wanted "whatever you think is fair" for the bad faith eviction. A bad faith application is a T5. Based on the T1 application filed and the claims made within it, the Tenant did not properly make a bad faith claim in this application. Therefore, any remedies such as a differential of the higher rent at the new rental were not considered in this application or hearing order.
6. The Tenant also sought interest on the last month's rent deposit.
7. 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. However, the amount of \$250 submitted by the Tenant in the T1 application for interest is inaccurate because the Tenant admitted that he included \$75 for reimbursement of the application filing fee (including interest charged by the credit card company on his credit card payment).
8. 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 1.8% for 2018, 1.8% for 2019, 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 \$85.44.
9. The Tenant also sought reimbursement of the filing fee for this application. Since the Tenant was successful on the application, he will be reimbursed for \$48.00. The LTB does not reimburse for credit card interest charges.

It is ordered that:

10. The total amount the Landlord shall pay the Tenant is \$1,121.28. This amount represents:
 - \$987.84 for 28 days of December, 2023 from the last month's rent deposit;
 - \$85.44 for interest the Landlord owes on the last month's rent deposit; and
 - \$48.00 for the cost of filing the application.

11. The Landlord shall pay the Tenant the full amount owing by January 19, 2026 (standard 11 days from the issuance date of this order).
12. If the Landlord does not pay the Tenant the full amount owing by January 19, 2026, the Landlord will owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.
13. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 8, 2026
Date Issued

Michelle Tan
Vice Chair, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.