



Order under Section 135 Residential Tenancies Act, 2006

Citation: Amedzeame v Pereira, 2026 ONLTB 6816

Date: 2026-01-30

File Number: LTB-T-052580-25

In the matter of: 11 Fawn Crescent, New Lowell
Barrie ON L0M1N0

Between: Hilda Aku Amedzeame Tenant

And

Mona Pereira Landlord

Hilda Aku Amedzeame (the 'Tenant') applied for an order determining that Mona Pereira (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 14, 2026.

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 to the Tenant the amount of \$1,048.00.
2. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. I refer to the material facts and relevant evidence below.

Evidence of Tenant, Hilda Aku Amedzeame (HAA)

3. HAA testified that she moved into the rental unit on March 1, 2025 and moved out on June 26, 2025.
4. HAA stated that she paid the first and last month's deposit (\$1,600.00) on February 26, 2025 to the Landlord and the agreed monthly rent was \$800.00.
5. HAA stated that she requested a copy of the lease from the Landlord and the Landlord stated that there was no written lease.

6. HAA stated that when she moved into the apartment, there was very low water pressure and the washing machine was not working. She contacted the Landlord about this immediately on March 1, 2025 and the Landlord stated that she was working on the pressure issue and getting the washer fixed. The Tenant stated that due to the extremely low water pressure, she could not take a shower, cook or wash dishes. She stated that she only stayed in the rental unit 2- 3 times during the month of March.
7. HAA stated that when she questioned the Landlord about the washer on March 9, 2025, the Landlord told the Tenant to deduct \$25.00 from her rent to account for this. HAA stated that she felt that \$25.00 was not nearly enough with having to use the laundromat all the time and she did not deduct this amount from her rent.
8. HAA testified that on March 25, 2025, she attended the common laundry area at the residential complex and noted that the washing machine had been fixed. However, when she returned to the rental unit on April 1, 2025, the washer was not working again.
9. HAA testified that due to these continuous issues, she notified the Landlord on June 3, 2025 that she would be vacating the rental unit on June 23, 2025. She did not hear any response from the Landlord.
10. HAA stated that she inadvertently paid \$800.00 to the Landlord on May 31, 2025 forgetting that she had paid a last month deposit which would cover the rent for June of 2025.
11. HAA stated that she sent further texts to the Landlord to confirm that the Landlord would return her last month's rent. She stated that the Landlord told her that 'she had to give the Landlord 60 days' notice' of her pending termination of the lease.
12. HAA testified that because she had received no response from the Landlord that she attended at the Landlord's store. She stated that when she asked the Landlord for the return of her last month's rent, the Landlord stated that the Tenant had to give her 60 days' notice of her termination.
13. HAA stated that when she returned to her unit to retrieve the last of her possessions, the Landlord sent a police officer to monitor her to ensure nothing was broken. HAA was embarrassed and upset about this as there was no need for a police officer.

Evidence of Landlord, Mona Pereira (MP)

14. MP testified that she made it clear to the Tenant that there would be no written lease. Further she stated that the Tenant knew about the low water pressure before she moved into the rental unit.
15. MP testified that she was working on fixing the water pressure issue and she was also working on fixing the laundry machines. The Landlord stated that she offered a \$25.00 deduction from the rent for the washing machine issue. Further, she stated that the water pressure issue was fixed on May 12, 2025.

16. MP stated that she did not return the Tenant's last month rent as the Tenant did not provide 60 days' notice which is required.
17. MP stated that when the Tenant showed up at her store, she was afraid and felt intimidated by the Tenant and her friend. After they left, she called the police to ensure that the Tenant did not damage the rental unit and to make sure that she received the key.

Law and Analysis

18. Section 12(3) of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") sets out that if an agreement is not in writing, the Landlord must within 21 days of the commencement of the tenancy, provide the Tenant with a notice setting out her legal name and address for legal notices. The Landlord made it clear that this was not a written lease and refused to provide the Tenant with a lease. The Landlord did not adhere to the Act and provide a legal notice to the Tenant within 21 days and she cannot on June 3, 2025, demand that the Tenant follow the Act when the Landlord contravened the Act.
19. I am satisfied that the notice provided by the Tenant is acceptable in the circumstances.
20. Section 106(1) of the Act allows a landlord to require a rent deposit from a tenant provided that it is done prior to the parties' entry into a tenancy agreement. Section 106(10) of the Act states that "A landlord shall apply a rent deposit that a tenant has paid to the landlord or former landlord in payment of rent for the last rent period before the tenancy terminates."
21. The Landlord retained the rent deposit of \$800.00 instead of transferring said monies to the Tenant who vacated the rental unit on June 26, 2025. The Landlord's actions in this case contravene section 106(10) of the Act and the Landlord must return these funds to the Tenant.
22. I am satisfied that the Landlord's failure to address the water pressure issues caused the Tenant to have to stay elsewhere throughout the month of March. I am prepared to deduct \$200.00 off of her rent for the month of March, 2025.
23. The Tenant is also entitled to her application fee for this T1 application.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,048.00. This amount represents:
 - \$200.00 for excess rent collected.
 - \$800.00 for the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 10, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by February 10, 2026, the Landlord will owe interest. This will be simple interest calculated from February 11, 2026 at 4.00% annually on the balance outstanding.

January 30, 2026

Date Issued

Carrie Bertrand

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.