



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-072548-25

In the matter of: 1108, 316 DUPONT ST
TORONTO ON M5R1V9

Between: Connor Wolfram Tenant

And

Adam Perroni Landlord

Connor Wolfram (the 'Tenant') applied for an order determining that Adam Perroni (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 21, 2026.

Only the Tenant attended the hearing.

As of 9:45 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must return both the partial rent deposit and the elevator damage deposit totalling \$750.00.
2. The parties entered into a one-year lease for the rental unit. A lease was executed (DOC 6301595). The lease between the parties specified September 1, 2025 as the start date of the tenancy. This rental unit is situated in a new build condominium.
3. On June 23, 2025 and July 3, 2025, Landlord collected a partial rent deposit of \$500.00 upon signing of the lease as well as an elevator damage deposit of \$250.00 (DOC's 6301596 and 6301597).
4. On August 20, 2025, the Landlord emailed the Tenant and advised that there would be an occupancy delay of at least 90 days and that he had made the decision to sell the condominium unit rather than rent it when it did eventually become available for habitation.
5. The Landlord's email asked the Tenant to execute an agreement terminating the tenancy and indicated that it was attached to the email. There was no attachment to the email.

6. The Tenant made several inquiries of the Landlord regarding return of the deposit monies without response.
7. Section 107(1) of the *Residential Tenancies Act, 2006* (Act) states:

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.

8. The uncontested evidence establishes that the Landlord collected a total deposit of \$750.00 but did not give the prospective Tenant vacant possession of the rental unit. Therefore, the Landlord must repay the rent deposit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$798.00. This amount represents the deposit plus the \$48.00 filing fee.
2. The Landlord shall pay the Tenant the full amount owing by February 9, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 9, 2026, the Landlord will owe interest. This will be simple interest calculated from February 10, 2026 at 4.00% annually on the balance outstanding.

January 29, 2026
Date Issued

Christina Budweth
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.