



Order under Section 135 Residential Tenancies Act, 2006

Citation: Scheffer v Churchill, 2026 ONLTB 9801

Date: 2026-02-05

File Number: LTB-T-048508-25

In the matter of: 3, 213 WORTLEY RD
LONDON ON N6C3P8

Between: Julian Andrew Scheffer Tenant
Emily Carolyn Grossner

And

213 Wortley Corp Landlord

Julian Andrew Scheffer and Emily Carolyn Grossner (the 'Tenants') applied for an order determining that 213 Wortley Corp (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 20, 2026.

The Tenants and the Landlord's Agent, Cal Churchill attended the hearing.

Determinations:

1. This application is amended to reflect the Landlord as 213 Wortley Corp as per the signed written Tenancy Agreement ('Agreement') provided into evidence (DOC-5812273). Cal Churchill and Janice Patterson are removed as parties in this application as they are only employees of the corporate Landlord and not individually liable.
2. This is a T1 application brought under section 135 of *Residential Tenancies Act, 2006* (the 'Act'), which provides in part:

135 (1) A tenant or former tenant of a rental unit may apply to the Board for an order that the landlord, superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act or the Tenant Protection Act, 1997.

3. As explained below, we are satisfied the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord is ordered to pay to the Tenants \$2,499.00 plus the costs of filing this application.
4. The Tenancy Agreement was for a one-year fixed term from July 1, 2024 to June 30, 2025. The rent charged was based on a monthly amount of \$2,499.00. The Agreement also confirmed that the parties agreed to receive documents and notices by email, where allowed by the Landlord and Tenant Board's Rules of Procedure.
5. The Tenants also paid a last month's rent deposit of \$2,499.00 on July 1, 2024 to the Landlord.
6. On April 30, 2025, the Tenants informed the Landlord via email that they will be vacating the rental unit at the end of the tenancy on June 30, 2025, and asked that the last month's rent be applied to the June rent. A copy of this email sent to the Landlord was provided into evidence by the Tenants (DOC-5812282 pgs2-3).
7. S. 44(3) of the Act sets out the following:

A notice under section 47, 58 or 144 to terminate a yearly tenancy shall be given at least 60 days before the date the termination is specified to be effective and that date shall be on the last day of a yearly period on which the tenancy is based.

8. S. 47 of the Act sets out the following:

A tenant may terminate a tenancy at the end of a period of the tenancy or at the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with section 44.

9. S. 191 (1) (g) of the Act sets out the following:

(1) A notice or document is sufficiently given to a person other than the Board,
(g) by any other means allowed in the Rules. 2006, c. 17, s. 191 (1).

10. Rule 3.1 (h) of the *Landlord and Tenant Board's Rules of Procedure* provides:

In addition to methods of service identified in the RTA a document may be served on a person or party, other than a party covered by Rule 3.3, by:

h. by email if the person or party receiving it has consented in writing to service by email.

11. We are satisfied that the Tenants' notice to terminate pursuant to s. 44(3) of the Act was proper and sufficiently given to the Landlord in accordance with s. 191 (1) of the Act when delivered by email as this method was consented to by the parties in their Agreement. Upon review of the email dated April 30, 2025 submitted into evidence by the Tenants, the Landlord's Agents' email addresses matched those provided in the Agreement and the

contents of the email clearly identified the rental unit address, termination date, and who it was from.

12. The Landlord's Agent, Cal Churchill (CC) maintained that they had not received the Tenants' notice by email and as such was only willing to accept a 60 days notice to vacate as of June 1, 2025 and requested that the Tenants pay the lawful rent for June 2025.
13. The Tenants did not agree but decided to pay rent for June 2025 as requested by the Landlord. The Tenants still vacated the rental unit on June 30, 2025 and filed this application for a determination of the parties' dispute with respect to the notice of termination.
14. There was no dispute that the Landlord collected from the Tenants a last month's rent deposit of \$2,499.00. Pursuant to s 106 (10) the last month's rent deposit must be applied to the rent due for the last month of the tenancy.
15. Given our findings above, we are satisfied that the tenancy lawfully terminated on June 30, 2025. Therefore, June 2025 was the last month of this tenancy and as such the last months' rent deposit must be applied to the period of June 1 to June 30, 2025.
16. Since the Tenants paid rent of \$2,499.00 for the month of June 2025 to the Landlord, the Landlord collected and retained rent in excess of that allowed by the Act. Accordingly, the Tenants are entitled to the return of the rent illegally collected and retained by the Landlord in the amount of \$2,499.00.
17. The Tenants paid \$48.00 for filing the application and are entitled to reimbursement of that fee.
18. The total amount the Landlord owes the Tenants under this order is \$2,547.00.
19. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$2,547.00. This amount represents:
 - \$2,499.00 for excess rent collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by February 16, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by February 16, 2026, the Landlord will owe interest. This will be simple interest calculated from February 17, 2026, at 4.00% annually on the balance outstanding.

4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 5, 2026

Date Issued

Rosemarie Ortiz

Member, Landlord and Tenant Board

Lisa Del Vecchio

Member, 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.