



Order under Section 135 Residential Tenancies Act, 2006

Citation: Hamilton v Bond and Mary Development Inc, 2026 ONLTB 9365

Date: 2026-02-05

File Number: LTB-T-049178-25

In the matter of: 307, 100 Bond Street East
Oshawa ON L1G0B7

Between: Chanté Hamilton Tenant

And

Bond and Mary Development Inc Landlord

Chanté Hamilton (the 'Tenant') applied for an order determining that Bond and Mary Development Inc (the 'Landlord') collected or retained money illegally.

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

The Tenant and the Landlord's legal representative, Evgeny Aptekar attended the hearing.

Jain Panya attended as a witness for the Landlord.

Determinations

1. This is a T1 application brought under section 135 of the RTA, 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.

2. For the reasons that follow, we are satisfied the Tenant is entitled to the return of excess rent collected and retained illegally by the Landlord. The Landlord is ordered to pay to the Tenant \$1,229.15 plus the costs of filing this application.
3. The tenancy agreement was for a fixed term, from September 13, 2024, to September 30, 2025. The Tenant paid the base rent of \$2,200.00, parking \$120.00 and a locker in the amount of \$50.00 for a total monthly rent of \$2,370.00.

4. The Tenant also paid a last month's rent of \$2,370.00 and a key deposit of \$295.00 to the Landlord prior to the commencement of the tenancy. There was no dispute that the key deposit was returned to the Tenant in the first week of July 2025.
5. In April 2025, the Tenant informed the Landlord that they wanted to vacate the rental due to family issues and found out about possibly assigning the tenancy. The Tenant found an assignee who could move into the unit in mid-June 2025.
6. The Landlord informed the Tenant that they required a signed N11 (Agreement to Terminate) and May 2025 rent paid to proceed with the assignment of the tenancy. The parties signed an N11 with a termination date of June 14, 2025 on May 4 and May 5, 2025, respectively. The Tenant also paid to the Landlord an amount of \$2,320.00 on May 5, 2025 for May 2025 rent.
7. The Tenant vacated the rental unit in April 2025 and stated she returned the keys to the Landlord on May 5, 2025 during an inspection of the rental unit. In accordance with s. 37(3) the tenancy terminated in accordance with the parties' agreement, the signed N11. Accordingly, the Tenant is only liable for rent up to and including the termination date set out in the N11, being June 14, 2025.
8. The Tenant filed this application and claimed that the Landlord had illegally collected or retained rent and a charge of \$400.00 (assignment fee), and that the Landlord failed to apply the last month's rent of \$2,370.00 to the last month of the tenancy.
9. In accordance with the N11 signed by the parties the tenancy lawfully terminated as of June 14, 2025. The Landlord was not entitled to rent beyond the termination date of June 14, 2025.
10. There was no dispute that the Landlord collected from the Tenant a last month's rent deposit of \$2,370.00. 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.
11. Therefore, the last month's rent of \$2,370.00 should be applied towards the last monthly rental period before the tenancy terminated being May 15, 2025 to June 14, 2025.
12. Since the Tenant was only liable to pay rent for the period of May 1, 2025 to May 14, 2025, given the application of the last month's rent deposit, we are satisfied that the Landlord collected and retained illegal rent for May 2025.
13. The Tenant paid \$2,320.00 on May 5, 2025 to the Landlord. However, the Tenant was only liable to pay \$1,090.85 ($2,370.00 \times 12/\text{year} \div 365 \text{ days/year} \times 14 \text{ days}$) for the period of May 1, 2025 to May 14, 2025.
14. Therefore, the Tenant is entitled to the return of the illegal rent collected and retained by the Landlord in May 2025, being \$1,279.15 ($\$2,370.00 - \$1,090.85$).
15. There was no dispute that although the Landlord advised the Tenant that there was an assignment fee of \$400.00 this amount was not collected from the Tenant.
16. The Tenant paid \$48.00 for filing the application and is entitled to reimbursement of that fee.

17. The total amount the Landlord owes the Tenant under this order is \$1,327.15.

18. 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 Tenant is \$1,327.15. This amount represents:
 - \$1,279.15 for excess rent collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 16, 2026.
3. If the Landlord does not pay the Tenant 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 Tenant has 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

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.