Order under Section 135
Residential Tenancies Act, 2006

File Number: LTB-T-042624-25

In the matter of: Basement, 461 FINUCANE ST
OSHAWA ON L1J5L1

Between: Sierra McGuire
Noah Flanagan — Tenant

And

Andrew Senior
Dianna Senior — Landlord

Sierra McGuire and Noah Flanagan (the 'Tenant') applied for an order determining that Andrew Senior and Dianna Senior (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on October 30, 2025.

The Landlord Andrew Senior, the Tenant Sierra McGuire, and the Tenant Noah Flanagan attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. As explained below, I find that the Tenants proved the allegations in the application on a balance of probabilities. The Landlord retained rent beyond what was permitted under the Residential Tenancies Act, 2006 (the Act) after the tenancy ended, and is therefore required to reimburse the Tenants the amount retained in excess of lawful rent, together with the filing fee.

2. The parties entered into a tenancy with lawful monthly rent of $1,900.00 commencing on May 16, 2025.

3. The parties subsequently executed an Agreement to Terminate the Tenancy (N11) with a termination date of May 31, 2025. An N11 is a mutual agreement to terminate the tenancy, and rent is lawfully payable only up to the agreed termination date.

4. The parties agree that the Tenants paid a total of $4,780.64 to the Landlord and that the Landlord returned $1,900.00 to the Tenants after they vacated the rental unit.

5. Based on a lawful monthly rent of $1,900.00, the daily rent is $61.29, calculated as $1,900.00 multiplied by 12 and divided by 365.

6. Rent was lawfully owing for 16 days, from May 16, 2025 to May 31, 2025 inclusive, totaling $980.64.

7. After accounting for the lawful rent owing and the amount returned to the Tenants, the Landlord retained $1,900.00 in excess of what was permitted under the Act.

8. The Landlord was not entitled to retain any rent beyond May 31, 2025. The excess amount of $1,900.00 therefore constitutes money illegally collected or retained within the meaning of the Act.

9. The Tenants paid a filing fee of $48.00 and are entitled to reimbursement of that amount.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is $1,948.00. This amount represents:
   - $1,900.00 for the rent illegally retained.
   - $48.00 for the cost of filing the application.

2. The Landlord shall pay the Tenant the full amount owing by February 14, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by February 14, 2026, the Landlord will owe interest. This will be simple interest calculated from February 15, 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 3, 2026
Date Issued

Kyle Anderson
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.