



**:Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-064524-25

In the matter of: 616 IDYLLIC TERR
ORLEANS ON K4A5N9

Between: Temitayo Michael Olomofe Tenant
Tolulope Adeyinka Olomofe

And

Nailida Wilson-Bahun Landlord

Temitayo Michael Olomofe and Tolulope Adeyinka Olomofe (the 'Tenant') applied for an order determining that Nailida Wilson-Bahun (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 5, 2026.

Only the Tenants attended the hearing.

As of 9:26 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 Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$3,200.00.
2. At the hearing the Tenants provided evidence and oral testimony that was not contested as the Landlord did not attend.
3. The parties entered into a tenancy agreement for the rental unit for a six-month term beginning December 1, 2024 at a monthly rent of \$1,600.00. The Tenant paid the Landlord \$3,200.00, comprising of the rent for the first month of the tenancy and a rent deposit.
4. Due to the condition of the rental unit, the Tenants told the Landlord that they would not be occupying the unit. The parties subsequently signed an N11 agreement to terminate the tenancy with a termination date of December 1, 2024.
5. The Tenants never occupied the rental unit and now they seek a refund of \$3,200.00 they paid the landlord for first and last months rent.

6. In light of the N11, I find that the tenancy lawfully terminated on December 1, 2024. Pursuant to section 134(1.1) of the *Residential Tenancies Act, 2006*, the Landlord is prohibited, directly or indirectly, from collecting from a former tenant any amount of money purporting to be rent in respect of any period after the tenancy has terminated.
7. In addition, pursuant to section 106(1) of the Act, the only purpose for which a landlord can use a rent deposit for is to apply it to the rent for the last period of the tenancy. In this case, the tenancy ended the same day it was supposed to begin.
8. Accordingly, the Landlord shall be ordered to pay the Tenants the money claimed.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$3,248.00 This amount represents:
 - \$48.00 for the cost of filing the application.
 - \$3,200.00 for the reimbursement of the funds the Tenants paid the Landlord.
2. The Landlord shall pay the Tenants the full amount owing by February 21, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 21, 2026, the Landlord will owe interest. This will be simple interest calculated from February 22, 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 10, 2026
Date Issued

Samantha Greaves
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.