



Order under Section 135 Residential Tenancies Act, 2006

Citation: Forbes v Melnyk, 2026 ONLTB 12710

Date: 2026-02-09

File Number: LTB-T-075741-25

In the matter of: B, 46 Woodworth Ave
St Thomas ON N5P3J8

Between: Angie P Forbes Tenant

And

Rheanne Melnyk Landlords
Mike Melnyk

Angie P Forbes (the 'Tenant') applied for an order determining that Rheanne and Mike Melnyk (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on February 4, 2026.

The Rheanne Melnyk ('RM') on behalf of both Landlords and the Tenant ('AF') attended the hearing.

Determinations:

1. As explained below, the Tenant proved, in part, the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$1,798.00.
2. The Tenant claimed that the Landlord did not use the rent deposit for the last month of the Tenancy and did not return the deposit. What the Tenant testified to however, is that the Landlord refused to return her rent deposit after she decided not to move into the rental unit.
3. The parties entered into a tenancy agreement on June 15, 2025 for a 1-year term to begin on July 15, 2025. At that time, the Tenant paid rent deposit of \$2,800.00, which comprised the period from July 12, 2025 to July 31, 2025 and last month's rent deposit.
4. At this point the parties had a binding tenancy agreement.
5. On July 11, 2026 the Tenant repudiated the rent agreement when she told the Landlord she would not move into the rental unit for personal reasons.

6. The Tenant then requested to assign the rental unit to her step-daughter. The Landlord's refusal to assign the tenancy to the person suggested, pursuant to section 95(3)(b) of the Act, was not unreasonable or arbitrary given the facts that were disclosed at the hearing.
7. However, this is not a case where the assignment provisions of the *Residential Tenancies Act, 2006* (the 'Act') are applicable. I say this because, the Tenant did not engage those provisions within 30 days of receiving the refusal, by giving the Landlord a notice of termination pursuant to section 96 of the Act.
8. Instead, the parties entered into an N11 agreement to terminate on July 24, 2025 with a termination date of July 22, 2025. On the basis of the evidence provided at the hearing by both parties I find that form N11 agreement to terminate invalid for the following reasons.
9. The date of termination on the N11 agreement was in error. I accept that the Landlord made a mistake in the rush of the stressful day, and had no intention to enter the date the agreement was prepared and signed by the Landlord. Given the parties agreed, earlier in the day by text that the termination date would be September 30, 2025, and that the Tenant would pay a further \$1750.00 for the month of August, it would make no sense, in my view to use July 22, 2025, rather than the end of the month or some other day.
10. The Tenant's actions from the date she signed the agreement to the day she drove by the unit and saw another tenant within on September 9, 2025 are consistent with her believing the termination was, in fact, September 30, 2025. Those actions include her paying the extra August rent as agreed and asking the Landlord on September 9, 2025 why there is another tenant at the rental unit and if she was to receive a return of funds. This finding is also consistent with the Tenant's texts that she agreed she was responsible for the rent to the point that a new tenant takes over, making the unexpected indication of July 22, 2025 unlikely to be anything but an error.
11. By her testimony and the texts provided, it is clear the Tenant did not realize the error on the N11 notice until after September 9, 2025. The Landlord did not realize the error until it was pointed out by the Tenant on September 11, 2025.
12. Given there was no meeting of the minds with respect to the contents of the form N11 notice, I find that document to be invalid.
13. With regard to the confusion around August 1, 2025, I make the following determinations. On July 22, 2025 I accept the Landlord was struggling to secure a new tenancy with the other couple. The agreement between the parties to end the tenancy on September 30, 2025 is based on the timing of that new tenancy. However, I accept the couple backed out. The Tenant did not sufficiently rebut this evidence, and her own text messages support the Landlord's testimony. The Landlord had another person possible interested in renting for August 1, 2025. However, that person was unable take the rental unit on August 1, and so the agreement was unsigned. The new tenant MB's agreement, which was sent to the Tenant in error, causing confusion and suspicion. I accept, however that the Landlord's submission that no deposit had been paid and the deal was not struck. All of this happened in a short period of time, causing confusion for all parties involved. The deal was eventually struck for the new Tenant MB to move in October 1, 2025. Therefore, despite the confusion that resulted, there was no tenant for August 1, 2025, and the Tenant cannot rely on that date as the day she is no longer obligated to pay the rent.

14. However, I still find there was a valid agreement to terminate that the parties are bound by. This agreement is in writing, within the text messages sent between the parties in the days leading up to July 22, 2025, as they negotiated termination of the tenancy. The agreement was clearly to terminate September 30, 2025, with the Tenant paying rent for the month of August. That date was chosen because the couple the Landlord had as prospective new tenants wanted possession October 1, 2025. The Tenant does not dispute these were the texts sent and does not dispute she paid an extra \$1,750.00 for a total amount paid to the Landlord of \$4,450.00.
15. It is undisputed that the Landlord permitted the new tenant, MB, to have possession of and occupy the rental unit in September, 2025 to move her possessions in and paint. They offered this for free to MB. It's apparent from the text exchanges in evidence this happened in early September.
16. Until September 30, 2025, the rental unit was still in the possession of the Tenant, who was the only person with the legal right to occupy the rental unit. Essentially, the Tenant was paying for the unit while MB had possession of it for her own purposes. The Landlord had no authorization to allow another person to trespass into the rental unit for any purpose.
17. Accordingly I determine that the Landlord took possession from the Tenant on September 1, 2025 and is not entitled to claim rent for the month of September. The Tenant therefore only owes rent to the Landlord up to August 31, 2025.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$1,798.00 This amount represents:
 - \$1,750.00 for the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenant the full amount owing by February 20, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by February 20, 2026, the Landlord will owe interest. This will be simple interest calculated from February 21, 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 9, 2026
Date Issued

Julie Broderick
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.