



Order under Section 135 Residential Tenancies Act, 2006

Citation: Wilson v Drake Property Management, 2026 ONLTB 13526

Date: 2026-02-09

File Number: LTB-T-041131-25

In the matter of: 303, 79 DUKE ST
HAMILTON ON L8P1X4

Between: Gary Wilson aka Gordon Wilson Tenant

And

Drake Property Management Landlord

Gary Wilson aka Gordon Wilson (the 'Tenant') applied for an order determining that Drake Property Management (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 28, 2026.

The Landlord's Legal Representative, Mark Ciobataru, the Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$1,806.01 by February 20, 2026.
2. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. I refer to the material facts and relevant evidence below.
3. The Tenant testified that he was supposed to move into the rental unit on February 10, 2025 but due to errors on the lease, the possession date changed to February 19, 2025. Further, the Tenant stated that at the inspection, he noted that the furnished room was not cleaned, old food remained in the fridge and the TV was not working. The Landlord's agent advised the Tenant that the room would be cleaned immediately and that they would get back to him.
4. The Tenant stated that due to the fact that he had not heard any updates from anyone, he attended at the unit again on March 11, 2025 and there were no changes. Finally on March 22, 2025, the Tenant was able to move into the rental unit. Due to unfortunate

circumstances, the Tenant provided the Landlord with an N15 notice (Tenant's Notice to End Tenancy Because of Fear of Sexual or Domestic Violence and Abuse) on April 4, 2025. After a short delay, the Landlord acknowledged the notice and agreed that the Tenant would be vacating the rental unit on April 30, 2025. The Landlord confirmed that they would be using the Tenant's last month's rent for April of 2025.

5. The Tenant testified that he requested that the Landlord refund his rent for the periods of time that he was not able to reside in the rental unit due to the inhabitable state of the unit. The Tenant stated that the Landlord refused to refund any of his rent for those days.
6. The Tenant is claiming that the Landlord charged him \$2,841.07 in illegal rent. The Tenant was also claiming a \$500.00 gift card given to him by the Landlord to use at the rental complex and a free month of rent which is to be used in the Tenant's 13 month of rent.
7. The Landlord's Legal Representative argued that the \$500.00 gift card to be used at the rental facilities is not transferable into cash and he also argued that the one free month is only available to the Tenant on his 13 month stay in the rental unit.
8. I agree with Mr. Ciobotaru's submission and will simply calculate a rent refund based on the days that the Tenant was unable to use the unit due to its unclean state.
9. Section 135(1) of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") states "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."
10. As the Tenant's monthly rent was \$1,725.00 per month, the daily compensation is calculated as \$56.71 per day ($\$1,725.00 \times 12 = \$20,700.00 / 365 = \56.71)
11. I am satisfied that the Landlord retained rental funds from the Tenant in contravention of the Act and as such, the Tenant's application is granted.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,806.01. This includes \$567.10 which is the return of rent for the period February 19 – 28, 2025 being a period of 10 days, \$1,190.91 which is the return of rent for the period March 1 – 21, 2025 and \$48.00 for the application fee.
2. The Landlord shall pay the Tenant the full amount owing by February 20, 2026.
3. If the Landlord does 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.

February 9, 2026
Date Issued

Carrie Bertrand
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.