



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

File Number: LTB-T-073341-25

In the matter of: UPPER, 91 MOHAWK ROAD WEST
HAMILTON ON L9C1W2

Between: BRITTANY ANTINELLO Tenants
BOBBY PEREIRA

And

FRANK LEONARDIS Landlords
ELVIS KLAPCIC

BRITTANY ANTINELLO and BOBBY PEREIRA (the 'Tenants') applied for an order determining that FRANK LEONARDIS and ELVIS KLAPCIC (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on January 22, 2026.

Only the Tenants attended the hearing.

As of 9:54 a.m., the Landlords were 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 Tenants' evidence.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. The Tenants paid a rent deposit of \$2,465.00, a security deposit of \$250.00 and a filing fee of \$53.00. Therefore, the Landlords must pay to the Tenants \$2,768.00.
2. The Tenants testified that they move into the rental until in August 2024 and they notified the Landlords in November 2024 that they were looking to move out before the end of the tenancy agreement as the Tenants were moving in with BA's parents to assist following her father being diagnosed with cancer.
3. The Landlords consented but told the Tenants they would be responsible for the monthly rent until new tenants moved in. The Tenants testified the Landlords told them that they would have to pay the equivalent of one month's rent for the Landlords to use a leasing agent to find new tenants. The Tenants further testified they asked if they could pursue an

assignment under section 95 of the *Residential Tenancies Act, 2006* (the 'Act'), and that this request was ignored. The Tenants then asked if they could sublet the rental unit, and the request was denied.

4. The Tenants testified that they vacated the rental unit on January 31, 2025 and new tenants moved into the rental unit on February 1, 2025. As a result of section 88(4) of the Act, their obligation to pay rent to the Landlord ended on January 31, the date they vacated.
5. The Tenants paid rent for January 2025, and the Landlords did not return their last month rent deposit or the security deposit.
6. I am not satisfied that the security deposit or the charge by the Landlords for the use of a real estate company to obtain new tenants equivalent to one months rent are lawful charges under the Act or pursuant to section 17 of O. Reg. 516/06. I accept the Tenants' evidence that the last month rent deposit and the security deposit were not returned upon termination of the tenancy agreement. Therefore, I find that on balance of probabilities the Landlords lawfully retained the Tenants' rental and security deposits.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,768.00. This amount represents:
 - \$2,465.00 for the last month's rent deposit.
 - \$250.00 for the security deposit.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 28, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 28, 2026, the Landlord will owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 17, 2026

Date Issued

Allana McComb

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.