



Order under Section 135 Residential Tenancies Act, 2006

Citation: Brown v Rees, 2026 ONLTB 14856

Date: 2026-02-19

File Number: LTB-T-064758-25

In the matter of: 199 WELLINGTON ST
PORT COLBORNE ON L3K2K1

Between: James Brown Tenant

And

Patricia Rees Landlord

James Brown (the 'Tenant') applied for an order determining that Patricia Rees (the 'Landlord')

- collected or retained money illegally; (T1 Application) and
- the Landlord gave a notice in bad faith. (T5 Application)

This application was heard by videoconference on February 10, 2026.

Only the Tenant attended the hearing.

The Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The Board mailed the Notice of Hearing to the Landlord on January 19, 2026 and that mail was not returned as undelivered by Canada Post. The address is the same as the rental unit which the same address for the residential complex in which the Landlord resides, except the Landlord's unit is the house and the rental unit was a bachelor unit above the garage. There's only one postal address for both units. There was no record of a request to adjourn the hearing. As a result, the adjudicative case conference proceeded to a hearing with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the T1 application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$1,886.36. The T5 application is dismissed.

T5 Application:

2. The T5 application is blank. The Landlord nor the Board knows the case required to defend against given there is no information or details about the Tenant's claim on the T5 Application. The application is dismissed.

T1 Application:

3. I'm satisfied the Tenant paid a last month rent deposit when the tenancy started as supported by the Tenant's testimony and corroborated by an e-transfer confirmation dated June 1, 2023, in the amount of \$1,100.00.
4. The Landlord issued the Tenant an N12 Notice to terminate the tenancy on August 31, 2025, but the tenancy terminated lawfully before the termination date on the Notice on July 10, 2025. A copy of the N9 Notice given to the Landlord was provided at the hearing. The Act permits a tenant to vacate earlier than the date of termination on the N12 Notice, without giving 60 days notice and without the termination date falling on the last day of the rent period as long as the tenant gives the notice in writing and the termination date is at least 10 days from the date the Notice is given. In this case, the Tenants gave the Landlord written notice on July 1, 2025, and vacated on July 10, 2025, which is 10 days required by the Act.
5. Since the tenancy terminated on July 10, 2025, the Landlord is not permitted to retain the balance of the last month rent deposit of \$738.36. I find the Landlord must pay the Tenant \$738.36 which money the Landlord has retained unlawfully. This amount is calculated as follows: \$1,100.00 -\$361.64 (10 day per diem for July 1 to 10, 2025) = \$738.36 balance of the deposit still held by the Landlord. The Landlord cannot retain money for per diem rent for days on or after July 11, 2025, because the Tenant was not in possession of the rental unit and the tenancy terminated lawfully.
6. The Tenant produced the N12 Notice the Landlord served him terminating the tenancy. There's a statutory requirement for the Landlord to pay the Tenant one month compensation because the Landlord gave the Tenant a notice of termination of the tenancy under subsection 48 of the Act. The Tenant testified the Landlord has not paid the one month compensation. Therefore, I find the Landlord owes the Tenant \$1,100.00.

It is ordered that:

1. The T5 application is dismissed.
2. The total amount the Landlord shall pay the Tenant is \$1,886.36. This amount represents:
 - \$738.36 balance of the last month rent deposit unlawfully retained by the Landlord
 - \$1,100.00 one-month compensation
 - \$48.00 for the cost of filing the application.
3. The Landlord shall pay the Tenant the full amount owing by March 2, 2026.

4. If the Landlord does not pay the Tenant the full amount owing by March 2, 2026, the Landlord will owe interest. This will be simple interest calculated from March 3, 2026, at 4.00% annually on the balance outstanding.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 19, 2026
Date Issued

Sandra Macchione
Vice Chair, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.