



Order under Sections 30 / 135 Residential Tenancies Act, 2006

Citation: Buckley v Pistilli, 2026 ONLTB 15865

Date: 2026-02-24

File Number: LTB-T-075113-24

In the matter of: 361 CHARTWELL RD
OAKVILLE ON L6J4A2

Between: Jennifer Buckley
Sean Buckley
Tenants

And

Sandra Pistilli
Landlord

Jennifer Buckley (c/o Sarah Teal legal) and Sean Buckley (c/o Sarah Teal Legal) (the 'Tenant') applied for an order determining that Sandra Pistilli (the 'Landlord'):

- collected or retained money illegally ('T1 Application').
- failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards ('T6 Application').

This application was heard by videoconference on January 7, 2026.

The Landlord's legal representative, Russell Allegra ('RA'), the Tenants, and the Tenants' legal representative, Sarah Teal ('ST'), attended the hearing.

Determinations:

1. In the T1 application, the Tenants allege that the Landlord charged illegal rent in the amount of \$475.00, which the Tenants paid; that the Landlords did not apply the rent deposit of \$9,500.00 to the rent for the last month of the tenancy or return it; and that the Landlord owes the Tenants interest on the rent deposit.
2. In the T6 application, the Tenants allege that an issue arose causing water bills to spike significantly. The Landlord ended up testing the irrigation system, causing a spike in water consumption, which the Tenants allege the Landlord agreed to reimburse them for.
3. At the outset of the hearing, ST requested to amend the application, as reflected in DOC-7009205. The request to amend was granted on consent. ST orally informed the LTB that

the Tenants are not seeking the \$475.00 in alleged illegal rent paid and are seeking the return of only part of the rent deposit.

4. The Tenants moved into the unit on July 1, 2022. The monthly rent was \$9,500.00, and the Tenants paid a rent deposit of \$9,500.00 on May 5, 2022 (see DOC-7009205, p. 31).
5. The Tenants were required to pay the water bills for the unit in addition to the rent.
6. The Tenant, Jennifer Buckley ('JB'), said that at the end of August 2022 the Tenants received water bills from May to July 2022, and they were very high. The Tenants contacted the utility provider, and the Landlord. The Landlord told the Tenants this is normal, and it is just the price of water.
7. Eventually the Landlord agreed to investigate the issue, but when Winter came, the bills decreased, because the irrigation system was not in use. In the Spring of 2023, instead of inspecting the irrigation system, the Landlord dropped off end-of-hose sprinklers for use in the front yard, where the Landlord believed the irrigation system issue to be.
8. In May 2023, when the water bills again seemed to the Tenants to be excessive, the Tenants informed the Landlord that they would likely look for other living accommodation. On July 14, 2023, the Tenants informed the Landlord that they would be vacating the unit. In a text message, the Tenants advised that their new tenancy would begin on August 25, 2023. The Tenants wrote that 60 days' notice would be September 14, 2023, but that if the Landlord could find other tenants, they could be out of the unit by September 5, 2023. The Landlord's response was "[t]hank you – I will sort it all out" (DOC-7009205, pp. 39-40).
9. The term of the Tenants' tenancy ended on June 30, 2023, so the Tenants were entitled to terminate their tenancy on 60 days' notice, but the termination date must be the last day of a period of the tenancy. Since the rent was due on the first day of each month, the last day of a period of the tenancy would be the last day of a month. The earliest date the Tenants could have terminated the tenancy by giving the Landlords 60 days' notice on July 14, 2023 would be September 30, 2023: ss. 37(1)-(2), 44(2), 47, *Residential Tenancies Act, 2006*.
10. Parties can, however, terminate a tenancy by agreement at any time: ss. 37(3), *Residential Tenancies Act, 2006*.
11. The Tenants' position was that the Landlord agreed to end the tenancy on September 14, 2023, when she responded to the Tenants' notice to be effective on that date by stating "[t]hank you – I will sort it all out".
12. The Tenants did not pay rent for September 2023, and take the position that they are entitled to recover part of their rent deposit on a per diem basis, for September 16-30, 2023, after they vacated the unit on September 15, 2023.
13. JB said on cross-examination that the Landlord told her that the rent deposit for the balance of September 2023 would be refunded.
14. The Landlord was not present at the hearing, and no witness gave evidence for the Landlord. I found JB to be a credible witness. I accept her evidence that she was told by

the Landlord that the rent deposit would be refunded on a *per diem* basis after the Tenants vacated.

15. When considering the real substance, and the whole context, of this transaction – including the text message identifying September 14, 2023 as the end date for the tenancy, the Landlord’s response of “[t]hank you. I will work it all out”, and that the Landlord told the Tenants that the rent deposit would be returned on a *per diem* basis – I find that this amounted to an agreement to end the tenancy on September 14, 2023: see ss. 37(3) & 202, *Residential Tenancies Act, 2006*.
16. Shortly after the July 14, 2023 text messages, the Landlord began testing the irrigation system. The testing took place over a three-week period, from July 17, 2023 to August 6, 2023. JB’s evidence was that the Landlord agreed to reimburse the Tenants for excess water use during this testing period.
17. The Tenants presented copies of water bills from 2023 for the periods of March 24 to May 25, and May 25 to July 25 (DOC-7009205, pp. 49-50). The Tenants did not present a water bill from July 25, 2023 onward because JB said this was not available to them. JB presented a water bill from July 25-September 26, **2022**, instead, which was for \$2,000.99, and JB said the 2023 bill was similar (DOC-7009205, p. 51).

Disposition - T1 Application:

18. The Tenants overheld for one day after the tenancy terminated, vacating on September 15, 2023, but are entitled to a return of the unused portion of their rent deposit because the tenancy terminated by agreement, as set out above.
19. The monthly rent had increased to \$9,737.50 by September 2023. This means that the Tenants were required to pay \$4,802.10 for September 1-15, 2023 [15 days x *per diem* of \$320.14 (\$9,737.50 x 12 months, divided by 365)]. This amount is deducted from the \$9,500.00 rent deposit held by the Landlord, leaving \$4,697.90 owing to the Tenants for the balance of their last month’s rent deposit.
20. It was not disputed that the Landlord did not pay interest on the rent deposit to the Tenants. The Tenants are entitled to recover \$237.50 (the total amount claimed in the application) for interest on the rent deposit for the period May 5, 2022 to September 14, 2023.
21. RA initially argued that any amounts owing to the Tenants should be set off against amounts allegedly owed by the Tenants for damage to property. As of the hearing date, there was no order or judgment in the Landlord’s favor for any alleged undue damage caused to the unit by the Tenants. There is no provision of the Act that would allow a landlord to raise their own issues relative to money they believe they are owed in response to either a T1 application or a T6 application. If the Landlord wants to recover money they believe they are owed through an LTB order, they must pursue their own application. In his final submission, RA acknowledged this, and abandoned this position.

Disposition – T6 Application:

22. The Tenants' position was that the irrigation system was not in a good state of repair, and because of the resulting testing, they incurred significant out-of-pocket expenses, for which they should be reimbursed. JB also said that the Landlord agreed to reimburse the Tenant for the excess portion of the water bill caused by the testing.
23. There are several issues with the Tenants' position relative to the water consumption, including insufficient clear, convincing, and cogent evidence to prove that the irrigation system was not in a state of good repair, or relative to how much the Tenants actually paid for excess water usage related to testing it. I do not, however, have to consider these issues, because I find that the allegations in the T6 Application are barred by the limitation period prescribed by ss 29(2) of the Act.
24. The application was filed on September 13, 2024. Subsection 29(1)1 if the Act permits tenants to file T6 applications about maintenance, and ss. 29(2) of the Act states:

Time limitation

(2) No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred. 2006, c. 17, s. 29 (2).

25. ST submitted that the T6 Application is not barred by the limitation period because the Landlord and Tenants had agreed that the Tenants would be reimbursed when they vacated the unit, which was not until September 15, 2023. The flaw in this argument is that it is based on an alleged breach of an alleged *agreement* between the parties, to compensate the Tenants for a previous alleged breach of the Act. The limitation period relates to breaches of the Act, not to breaches of agreements between parties.
26. I am bound by the Divisional Court's decision in *Vlahovich v. Toronto Community Housing Corporation*, where the court considered how this statutory limitation period should be interpreted. In that decision, the Court wrote:

"[9] It is plain from the language of s.30(1) that the Board can only order a remedy under that provision in relation to a determination in an application under paragraph 1 of subsection 29(1) that a landlord has breached an obligation under subsection 20(1). **In light of the one year limitation period in s.29(2), the Board can only make a determination that a landlord has breached an obligation under s.20(1) during the one year period before the making of the application. Accordingly, the remedy that may be granted may only be granted in relation to breaches during that one year period.** While evidence of events prior to the commencement of the one year period may be admissible at a hearing before the Board, for example, to enable the Board to understand the cause of the disrepair, this does not permit the Board to extend the remedy back to a time prior to the commencement of the statutory limitation period" [emphasis added].

Vlahovich v. Toronto Community Housing Corporation, 2010 ONSC 1686 (CanLII), para 9

27. On the evidence before me, I cannot find that the Landlord breached its maintenance obligations under section 20 of the Act during the one-year period before the application was filed. There was no evidence presented relative to whether the irrigation system was in a state of good repair after September 13, 2023. Since there was no breach of the Act proven within the limitation period, there can be no remedy ordered.
28. The T6 Application is therefore dismissed.

Costs

29. The Tenants incurred costs of \$48.00 to file this application, and are entitled to recover this amount.
30. ST also sought \$700.00 for preparation and representation fees. She argued that the Tenants felt threatened by a letter from RA. ST also submitted that if the Landlord had just honoured the parties' agreement, no application would have been necessary.
31. Costs, beyond application filing fees, are normally only awarded in LTB proceedings where a party's conduct in the proceeding is unreasonable. That a party breached the Act, or that an application would not have been required if the party did not breach the Act, will not in isolation amount to unreasonable conduct warranting costs: see *LTB Interpretation Guideline #3: Costs*. I do not find that RA's letter setting out his client's position (DOC-7009205, pp. 57-58) amounts to unreasonable conduct in the proceeding, and it does not warrant costs being awarded.
32. There was no unreasonable conduct in the proceeding on the Landlord's part to warrant costs for representation and preparation fees, and none are ordered.

It is ordered that:

1. The total amount the Landlord shall pay to the Tenants is \$4,983.40. This amount represents:
 - \$4,697.90 for the last month's rent deposit.
 - \$237.50 for interest on the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 7, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 7, 2026, the Landlord will owe interest. This will be simple interest calculated from March 8, 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 24, 2026
Date Issued

Mark Melchers
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.