



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-053585-25

In the matter of: 104 Bayardo Dr
Oshawa ON L1L0V2

Between: Michael Brooks
Crystal Ludlow
Tenants

And

Samir Tadros
Emad Tadros
Landlords

Michael Brooks and Crystal Ludlow (the 'Tenants') applied for an order determining that Samir Tadros and Emad Tadros (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on February 19, 2026.

Only the Tenants attended the hearing.

As of 9:34 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 some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must compensate the Tenants as detailed below.

Illegal charge collected

2. In their application, the Tenants claimed that the Landlords collected an illegal charge regarding the rental unit's hot water heater (HWT) rental.
3. The Tenants testified that they signed a residential lease which required them to pay \$65.00/month towards the costs of the renting an HWT. The Tenants submitted a signed copy of this lease into evidence.
4. The Tenants suspected that they were being overcharged for the rental of the HWT and requested copies of the requisite invoices for the HWT rental.

5. Partial invoices for the HWT rental (from Enercare), as well as a ledger (from the Landlords), were submitted into evidence that show that the cost of the HWT rental appears to be in the range of \$53.68 - \$55.22 per month.
6. The Tenants claim that they should be reimbursed the difference between what they paid (\$65.00/month) and what the actual cost of the HWT rental was (\$53.68 - \$55.22) for the period that they lived in the rental unit (August 15, 2024 – July 31, 2025). The Tenants submit that this difference in fees charged constitutes an illegal charge by the Landlords.
7. I find that the Landlords did not collect a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act'). The signed lease submitted into evidence clearly states that the Tenants will pay \$65.00/month allocated to the costs of an HWT rental for the rental unit. There is no provision in the lease requiring the Landlords to either provide copies of the HWT rental bills to the Tenants or to charge the Tenants the actual amount of the HWT rental fee.
8. The Tenants clearly entered into the lease with the contemplation of paying this \$65.00/month HWT rental charge. The Tenants would have been well within their rights to request copies of the HWT rental bills prior to signing their lease in order to confirm the costs of the HWT rental, and potentially negotiate a reduction in the monthly fee or, as the Tenants stated at the hearing, to put the HWT rental contract into their name.
9. As such, this allegation in the application is dismissed.

Interest on rent deposit owing

10. The Tenants testified that they were not paid interest that was due to them on their rent deposit.
11. The Tenants' tenancy commenced on August 15, 2024 and ended on July 31, 2025.
12. The Tenants testified that they paid a rent deposit of \$3,250.00 to the Landlords on August 15, 2024. The Tenants indicated that this rent deposit was put towards their last month's rent in July 2025.
13. The interest due on this rent deposit is \$78.14.
14. I find that, based on the evidence before me, on a balance of probabilities, the Landlords failed to pay the Tenants interest on the last month's rent deposit, as required by the *Residential Tenancies Act, 2006* (the 'Act'). The Landlords shall pay to the Tenants \$78.14 in rent deposit interest.

Other

15. At the hearing, the Tenants requested reimbursement for first and last month's rent, as well as moving expenses, indicating that the Landlords' actions and harassment caused them to have to move out of the rental unit.
16. The Tenants were informed that these claims were not properly made under a T1 application and that they should seek legal advice regarding their options in this regard.

17. The Landlords did not attend the hearing to provide evidence.

18. The Tenants incurred costs of \$48.00 for filing the application and are entitled to reimbursement of those costs.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$126.14. This amount represents:
 - \$78.14 for interest on the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenants the full amount owing by March 8, 2026.
3. If the Landlords do not pay the Tenants the full amount owing by March 8, 2026, the Landlords will owe interest. This will be simple interest calculated from March 9, 2026 at 4.00% annually on the balance outstanding.

February 25, 2026

Date Issued

Curtis Smith

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.