



Order under Section 135 Residential Tenancies Act, 2006

Citation: Ditullio v Wyman, 2026 ONLTB 17002

Date: 2026-02-26

File Number: LTB-T-057778-25

In the matter of: 305, 105 Geroux Road East
North Bay ON P1B8M7

Between: Mary Ditullio Tenant

And

Skyline Real Estate Holdings Inc. o/a
Skyline Living Landlord

Mary Ditullio (the 'Tenant') applied for an order determining that Skyline Real Estate Holdings Inc. o/a Skyline Living (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 17, 2026. Tenant, the Tenant's witness, Bryan Moore, the Landlord's Agent, Douglas Carney, and the Landlord's Legal Representative, Shannon Kiekens, attended the hearing.

Determinations:

Request to Amend Application

1. The Landlord's Legal Representative submitted that the individual named as a Landlord, Lauren Wyman ('LW'), is not a landlord and is only an employee of the Landlord, which is actually Skyline Real Estate Holdings Inc. o/a Skyline Living. As such, the Landlord's Legal Representative requested that the application be amended to remove LW as a party and to reflect the correct legal name of the Landlord. The Tenant did not oppose this request and the application was amended accordingly.
2. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Rent deposit not applied to last month of tenancy

3. In the application, the Tenant alleged that the Landlord did not use the rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenant.
4. It was not disputed that the Landlord collected a rent deposit of \$1,274.67 and that the Tenant vacated the rental unit on May 26, 2025. However, it was the Landlord's position that the tenancy ended on June 30, 2025 as per the N11 agreement to end the tenancy signed by the parties (the 'N11'). A copy of the N11 was filed as evidence.

5. The Landlord's Legal Representative submitted that the Landlord applied the rent deposit to the month of June 2025 as that was the last rental period of the tenancy.
6. It was the Tenant's evidence that rent was due on the first day of each month and that she paid rent for May 2025 and did not pay any rent for June 2025. In this regard, she stated that she vacated the rental unit on May 26, 2025. The Tenant did not dispute that she signed the N11 or that the termination date in the N11 was June 30, 2025.
7. Based on the evidence and submissions provided, I am satisfied that the tenancy terminated on June 30, 2025 based on the N11 that was signed by the parties. The fact that the Tenant vacated prior to the termination date in the N11 does not relieve the Tenant of her obligation to pay the rent for June 2025. As such, I find that the Landlord correctly applied the rent deposit to the month of June 2025, which was the last rental period of the tenancy.

Interest on rent deposit owing

8. The Tenant's application also alleged that the Landlord failed to pay the Tenant interest on the rent deposit, as required by the *Residential Tenancies Act, 2006* (the 'Act'). However, the Tenant did not include the interest amount she believed was owed in the application.
9. The Landlord's Legal Representative submitted that interest owing on the rent deposit was not paid out to the Tenant as it was applied to the rent deposit so that it would be equal to the monthly rent.
10. The Tenant did not dispute that there was a rent increase. Subsection 106(3) of the Act provides that a landlord may require a tenant to pay an additional amount to increase the rent deposit so that it equals the monthly rent.
11. There was no evidence to suggest that, after using the interest owing to top up the rent deposit, there was a sum left over that was owing to the Tenant.
12. Accordingly, I find that the Landlord did not fail to pay the Tenant interest on the last month's rent deposit.

It is ordered that:

1. The Tenant's application is dismissed.

February 26, 2026
Date Issued

Rachel Gibbons
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.