



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-061816-25

In the matter of: 3, 19 Collier St
St Catharines ON L2P2T1

Between: Carly Clayton Tenant

And

Grow Property Management Inc Landlord

Carly Clayton (the 'Tenant') applied for an order determining that 2710654 Ontario Inc C/O Grow Property Management Inc and MNP LTD (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 23, 2026.

Only the Tenant, the Tenant's Agent, Jennifer Fiegehen, the Tenant's Support Worker, Randy Clayton, and the respondent's Legal Representative, Steven Kelly, attended the hearing.

As of 9:30 a.m., the Landlord was 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 Tenant's evidence.

Preliminary Issue:

As a preliminary matter, the parties agreed that, notwithstanding the Tenant's application having originally been brought in the names of three individuals, only Grow Property Management Inc. should properly be named as the respondent Landlord. That amendment is reflected in this order.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant amount totaling \$1,898.00.
2. The Tenant alleges that the Landlord did not apply the rent deposit to the last rental period and did not return the deposit. The Tenant testified that she moved into the rental unit on May 1, 2024, and paid a rent deposit of \$1,850.00. The Tenant testified that the tenancy was for a one-year fixed term ending April 30, 2025. The Tenant submitted a copy of the tenancy agreement and proof of payment of the deposit by e-transfer.

3. The Tenant testified that in October 2024 she sought to terminate the tenancy early, but the Landlord did not agree. The Tenant testified that she continued to pay rent until January 31, 2025. The Tenant testified that the tenancy included two free months of rent, which covered February and March 2025, and therefore there were no rent arrears. The Tenant testified that she signed a tenancy agreement for a new unit and began moving out after January 2025. The Tenant testified that when she attended the rental unit on April 11, 2025, to retrieve remaining items, she found a new tenant residing in the unit. The new tenant told her they moved in on April 1, 2025.
4. The Tenant testified that she contacted the Landlord immediately on April 11, 2025, and requested that the rent deposit be returned because the unit had been rented to a new tenant effective April 1, 2025. The Tenant testified that as of the hearing date the Landlord had not returned the deposit. The Tenant submitted that the Landlord was aware the tenancy would end because in January 2025 she refused to renew the lease and advised the Landlord that she had signed a lease elsewhere.
5. Section 37 of the Act provides that a tenancy can be terminated only in accordance with the Act, including by a notice of termination given in accordance with the Act or by an agreement to terminate. Section 44(4) provides that a notice to terminate a fixed term tenancy must be given at least sixty days before the end of the fixed term to be effective on the expiration date:
6. Based on the Tenant's uncontested evidence, I find on a balance of probabilities that the Tenant gave at least 60 days notice in January 2025 of an intention to terminate the tenancy effective April 30, 2025. I also accept the Tenant's evidence that rent was paid through January 2025 and that February 2025 and March 2025 were covered by the two free months provided under the tenancy agreement.
7. I also find, based on the Tenant's uncontested evidence, that the Landlord re-rented the unit to a new tenant effective April 1, 2025. In these circumstances, the Tenant could not remain liable for rent after March 31, 2025, because there cannot be two simultaneous tenancies for the same rental unit. I therefore find that the tenancy ended on March 31, 2025.
8. Pursuant to s. 88(3) of the Act the Tenant's liability for the rent ended when the Landlord re-rented the unit for April 1, 2025. Subsection 106(10) of the Act requires a landlord to apply the rent deposit to the rent for the last rent period before the tenancy terminates. Section 134(1.1) prohibits a landlord from collecting or retaining rent for any period after the tenancy has terminated and the tenant has vacated. Section 135(1) permits a tenant or former tenant to apply for an order requiring the landlord to repay money collected or retained in contravention of the Act).
9. Because I find the tenancy ended on March 31, 2025, the rent deposit should have been applied to the last rental period. The Landlord did not apply the deposit and retained it. I find that the Landlord retained money in contravention of the Act and that the Tenant is entitled to repayment of \$1,850.00.
10. As the Tenant was successful on her application, the cost of filing this application is also granted.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,898.00. This amount represents:
 - \$1,850.00 for 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 15, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 15, 2026, the Landlord will owe interest. This will be simple interest calculated from March 16, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 04, 2026
Date Issued

Joy Xiao
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.