



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-045248-25

In the matter of: Unit A, 220 OAKDALE AVE
ST CATHARINES ON L2P2K7

Between: Kittina Myre Tenant

And

Megan Podwinski Landlords
Jay Greve

Kittina Myre (the 'Tenant') applied for an order determining that Megan Podwinski and Jay Greve (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on February 18, 2026.

The Landlord, Megan Podwinski, and the Tenant attended the hearing.

In the style of cause, the Tenant's name was incorrectly spelled with a "g" rather than an "a" at the end and I have amended the style of cause to reflect the correct spelling.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities that the Landlords collected but failed to return the Tenant's last month's rent deposit ('LMR') upon termination of the tenancy when that rent deposit had not been used for the payment of any month's rent. Interest on the deposit had never paid or credit to the Tenant during the duration of the tenancy contrary to the *Residential Tenancies Act, 2006* (the 'Act').
2. Therefore, the Landlords must pay to the Tenant: (1) the last month's rent deposit with interest from October 1, 2021; (2) the over-payment of rent from April 16 to April 31, 2025; and, (3) the application filing fee.
3. The background facts of this matter are intricate and somewhat confusing to both the Landlord and the Tenant.
4. It is undisputed that there was an LTB consent order (LTB-L-073122-23-AM the "2023 Order") which resulted in a further order LTB-L-017733-25 (the "L4 Order") issued on March 10, 2025 which terminated the tenancy based on the Landlords' L4 Application as a result of the Tenant's failure to abide by the terms of the 2023 order.

5. In the L4 Order, the Adjudicator found that old arrears owing from the 2023 Order were \$1351.00. The Adjudicator further found that new arrears totalling \$1901.90 had accumulated since the 2023 Order. Finally, the Adjudicator applied the \$1600.00 rent deposit and \$113.56 in interest owing to the date of the order to the arrears and determined that the Tenant was required to pay a balance of \$1539.34 plus daily compensation of \$58.29 per day starting March 11, 2025 and continuing until the Tenant vacates. The L4 Order was non-voidable and could only possibly be overturned had the Tenant sought a review which she did not do.
6. The facts become murky around the issue of whether the Tenant eventually paid all arrears or whether the LMR was applied to arrears of rent.
7. This is a case in which the evidence of the parties did not contradict each other but each party was seemingly unaware of some facts which when seen in totality presented a picture of the sequence of events.
8. The Tenant testified that once she received the L4 Order she paid rental arrears of \$500 on March 11 and a further \$3000 on March 12, 2025. This money was deposited in the bank account of the male Landlord as had been the custom throughout the tenancy.
9. The Tenant produced text messages between herself and the Landlord in which the Tenant asked the Landlord to confirm that all arrears had been paid. The Landlord told the Tenant that yes, the arrears were paid in full and that her rent deposit remained untouched as a result. In response to the Tenant's evidence on this point, the Landlord testified "if she says she paid I guess she did."
10. The Tenant testified, once the Sheriff arrived at her door on April 1, 2025 to advise her that an eviction order had been made and that the eviction would be carried out on April 10, 2025, she paid April rent owing of \$1420.00 once the credit because of over-payment was applied.
11. The Landlord's position was that she could not specifically recall whether all rent was paid because if it was it was paid into an account controlled by her former boyfriend with whom she no longer has contact. The Landlord did not deny that the Tenant had paid all rent arrears and April rent to the date of eviction.
12. The Landlord also said, "well if she didn't want to be evicted she should have filed a review."
13. From the Tenant's untested evidence, it was obvious that she believed based on her conversations and texts with the Landlord, that once her arrears were paid and April rent also paid she would not be evicted. The Tenant was however mistaken in her belief that the L4 Order provided the opportunity to void the eviction if she got caught up with her rent and her eviction was affected on April 10, 2025. For reasons that are unclear, but are uncontested between the parties, the Tenant's partner did not vacate the unit until April 15, 2025.
14. Based on the per diem rent as set out in the L4 Order, the Tenant is entitled to be reimbursed rent for the period April 16 to April 31, 2025, as the evidence establishes that the Tenant paid the full rent for the month of April 2025 on April 7, 2025 but ceased to

occupy the rental unit as of April 15, 2025. Therefore, the Landlords will be ordered to pay the Tenant \$932.64 (April 16 to April 31, 2025 at \$58.9 per day).

15. In addition, the evidence establishes that the Landlords were in possession of the Tenant's rent deposit of \$1600.00 and it was not applied to the rent owing for the last month of the Tenancy, April 2025, as required by section 106(10) of the Act. Therefore, the Landlords will be ordered to return the rent deposit to the Tenant. Lastly, the rent deposit of \$1600.00 was collected by the Landlord on October 1, 2021, and the Landlord failed to pay the Tenant annual interest on the deposit, in an amount equal to the annual guideline rent increase, as required by Section 106(6). The total amount of interest owing by the Landlords for the period from October 1, 2021, to March 5, 2026 is \$145.22.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$2730.86. This amount represents:
 - \$932.64 for the over payment of rent from April 16 to April 31, 2025.
 - \$1,600.00 for the last month's rent deposit.
 - \$ 145.22 for interest on the last month's rent deposit.
 - \$53.00 for the cost of filing the application.
2. The Landlords shall pay the Tenant the full amount owing by March 15, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by March 15, 2026, the Landlords will owe interest. This will be simple interest calculated from March 16, 2026 at 4.00% annually on the balance outstanding.

March 5, 2026
Date Issued

Christina Budweth
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.

