



Order under Section 135 Residential Tenancies Act, 2006

Citation: JOUAVEL v HANNAM, 2026 ONLTB 19025

Date: 2026-03-04

File Number: LTB-T-054476-25

In the matter of: UNIT, 24 DEER RUN
BRADFORD ON L3Z1N2

Between: KERLYN JOUAVEL Tenant

And

CURTIS HANNAM Landlord

KERLYN JOUAVEL (the 'Tenant') applied for an order determining that CURTIS HANNAM (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 24, 2026.

Only the Tenant attended the hearing.

As of 9:30 am, 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.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$848.00.
2. When the tenancy commenced on July 1, 2024, the Tenant had paid to the Landlord \$1,600.00, which represented the first and last month's rent. On June 15, 2025, the Landlord had advised the Tenant that he had intended to raise the rent by \$184.00 with respect to increased costs. On June 18, 2025, the Tenant and the Landlord agreed that the Tenant could vacate the unit early as of June 30, 2025. The Tenant had already paid rent for the month of June 2025 and had requested her last month's rent deposit from the Landlord, which was denied.
3. Despite agreeing to the early termination date of June 30, 2025, the Landlord refused to repay the Tenant her deposit, stating that she was not entitled to same because she gave short notice.

4. As such, having considered the Tenant's uncontested evidence, I am satisfied on a balance of probabilities that the Landlord did not use the Tenant's rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenant. This is prohibited by the *Residential Tenancies Act, 2006* (the 'Act').

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$848.00. This amount represents:
 - \$800.00 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 4, 2026
Date Issued

Jagger Benham
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.