



Order under Section 135 Residential Tenancies Act, 2006

Citation: Clark v Aady Holdings Ltd, 2026 ONLTB 19010

Date: 2026-03-03

File Number: LTB-T-099662-25

In the matter of: 3, 63 ST ANTHONY ST
CHATHAM ON N7M3Y2

Between: Karen Clark Tenants
Kristen Wauthier

And

Aady Holdings Ltd Landlord

Adrian Sherer Landlord's Agent

Karen Clark and Kristen Wauthier (the 'Tenants') applied for an order determining that Aady Holdings Ltd (the 'Landlord') and Adrian Sherer (the 'Landlord's Agent') collected or retained money illegally.

This application was heard by videoconference on February 3, 2026 at 10:12 a.m.

Only the Tenants Karen Clark and Kristen Wauthier attended the hearing.

As of 10:12 a.m., the Landlord and the Landlord's agent 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 Tenant's evidence.

Determinations:

1. As explained below, the parties entered into a tenancy agreement and the Landlord did not give the Tenants access to the rental unit. The Landlord also collected a rent deposit, first month's rent and a key deposit, but did not give the prospective Tenants vacant possession of the rental unit. Therefore, the Landlord must repay the rent deposit and other funds to the Tenant. As the Tenants proved the allegations contained in the application on a balance of probabilities, the Landlord must pay to the Tenants \$3,846.32 by March 14, 2026. Below are my reasons

Tenant's evidence

2. The Tenant Karen Clark ("KC") testified they viewed the rental unit on November 2, 2025 and entered into a tenancy agreement on November 4, 2025 with the Landlord for a tenancy to begin on December 1, 2025. KC further testified that on November 5, 2025, the Tenants paid the Landlord the rent deposit, and on November 7, 2025 paid the Landlord the first month's rent and a key deposit due on December 1, 2025. Entered into evidence were two screenshots of interact e-transfers; the first dated November 5, 2025 from KC to the Landlord's agent Mina Guirguis for \$1,895.00, and the second dated November 7, 2025 from KC to the Landlord M & J Doors Ltd. for \$1,945.00 showing the funds were successfully deposited.
3. Shortly after the rent and the rent deposits were paid, the Landlord cancelled the lease. Entered into evidence was an email dated November 8, 2025 from the Landlord to the Tenant cancelling the lease and informing the Tenant the Landlord will be issuing a refund.
4. KC further testified that the Landlord nor the Landlord's agent ever returned the funds that were deposited and never provided the Tenants with vacant possession of the unit, despite the Tenants making several attempts to recover the funds and the Landlord acknowledging their obligation to return them. The Tenant Kristen Wauthier provided corroborating testimony supporting KC's account. Also entered into evidence was correspondence dated between November 15, 2025 and November 21, 2025 between the Landlord and/or the Landlord's agent corroborating the Tenant's testimony.
5. KC further testified that Adrian Sherer, the Landlord's agent she was working with to recover the funds, has stopped responding to requests with the last correspondence being January 19, 2026.

Analysis

6. Section 135(1) of *Residential Tenancies Act, 2006* (the 'Act') states:

A tenant or former tenant of a rental unit may apply to the Board for an order that the landlord, superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act or the *Tenant Protection Act, 1997*.

7. Section 107 of *the Act* provides that a landlord shall repay the amount received as a rent deposit in respect of a rental unit if vacant possession of the rental unit is not given to the prospective tenant.
8. It is uncontested based on the Tenant's evidence that the Landlord did not give the Tenants access to rental unit because the Landlord cancelled the tenancy agreement on November 8, 2025.
9. Based on the uncontested evidence, I also find that the Landlord collected a rent deposit from the Tenants in the amount of \$1,895.00 and an additional \$1,945.00 for the rent and key deposit due on December 1, 2025 in the amount of \$1,945.00 and was unable to fulfil

the tenancy agreement. The Landlord did not allow the Tenants to move into the rental unit and failed to return the aforementioned funds in breach of *the Act*.

10. Accordingly, I find the Tenants are entitled to \$3,840.00, the sum of the funds collected by the Landlord and never returned.

11. The application fee was paid by a fee waiver.

Interest on rent deposit owing

12. The Landlord failed to pay the Tenants interest on the Last Month's Rent Deposit, as required by *the Act*.

13. The Last Month's Rent Deposit was collected by the Landlord on November 5, 2025, in the amount of \$1,895.00.

14. KC testified that interest has never been paid on the Last Month's Rent Deposit.

15. The interest on the Last Month's Rent Deposit is owing for the period of November 5, 2025 to February 3, 2026 is \$6.32.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$3,846.32. This amount represents:
 - \$3,840.00 for the rent deposit, first month's rent and the key deposit
 - \$6.32 for interest on the last month's rent deposit.
2. The Landlord shall pay the Tenants the full amount owing by March 14, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by March 14, 2026, the Landlord will owe interest. This will be simple interest calculated from March 15, 2026 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 3, 2026
Date Issued

Greg Witt
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.