



Order under Section 135 Residential Tenancies Act, 2006

Citation: Harris v Cross, 2026 ONLTB 19426

Date: 2026-03-05

File Number: LTB-T-070157-25

In the matter of: Walker Suite, 555 Main Street West
Listowel Ontario N4W1A9

Between: Cindy Harris Tenant

And

Fay Cross Landlord

Cindy Harris (the 'Tenant') applied for an order determining that Fay Cross (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on December 22, 2025.

The Landlord and the Tenant attended the hearing. The Tenant's friend, M. Spurr, attended the hearing to help the Tenant.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
2. The facts are mostly undisputed between the parties. The Tenant moved into the rental unit on February 16, 2023, and she moved out on August 29, 2024. The monthly rent was \$950.00 paid on the first of the month. The Tenant paid a last month's rent deposit of \$950.00 upon moving in.
3. The Tenant said that she decided to leave about August 1 or 2, 2024, but she did not inform the Landlord because she said she was worried that the Landlord would take her belongings. The Tenant said that she decided to leave because the Landlord was "not following the law" and she was having arguments with other tenants.
4. The following facts are undisputed. The Tenant paid rent for August 2024. She had already moved all of her belongings out of the unit on August 29, 2024, when she asked the Landlord to come by. The Landlord agreed to come by around 7 p.m., and when she arrived, the Tenant came to her with her friend Mark and handed her the keys and said they were leaving. They had already removed their things. The Tenant had prepared an

N11 agreement to terminate the tenancy and asked the Landlord to sign it on the spot, and the Landlord signed it.

5. The Landlord testified that she was very thrown off when the Tenant handed her the keys and said she was leaving immediately. She also said that the Tenant did not ask for her last month's rent deposit at the time. The Landlord said, and the Tenant confirmed, that the Tenant had received the last month's rent deposit from the Salvation Army.
6. I find that, even though the Tenant provided no notice to the Landlord about leaving, the Landlord is nonetheless liable to reimburse her with the last months' rent deposit for the following reasons. The signed N11 agreement to end the tenancy would have entitled the Landlord to obtain an *ex parte* eviction order from the Board, to end the tenancy as of the date listed on the agreement. That is, by signing an agreement to terminate, the parties are agreeing to no further rights and entitlements with respect to the rental unit as of the date listed, including any unpaid rent in lieu of notice. The N11 agreement signed by the parties in this case was August 29, 2024. The Landlord was not entitled to rent past that date.
7. I find it credible that the Landlord was taken aback by the set of circumstances, and the Tenant admitted that she had not informed the Landlord about her intentions until that moment in the evening of August 29, 2024. I find that since the N11 agreement was prepared by the Tenant, she knew full well the implications of having the Landlord sign it. She also admitted that she knew a full three weeks prior to leaving that she was going to leave, and she purposely chose not to tell the Landlord. Therefore, it is before me to consider whether that N11 agreement is an authentic agreement between the parties. On a balance of probabilities, I find that the Landlord is bound by her signature on the agreement, and it is an authentic agreement. I say that because the Landlord would have had the right to immediately evict the Tenant at that point, and the law with respect to agreements to terminate generally favours the Landlord, since it is only a landlord who can obtain *ex parte* eviction orders. Based on the disclosed circumstances, the Landlord may have been quite amenable to terminating the tenancy, and she may have been quite ready to agree to a termination of it. It was the Landlord's obligation to know and understand what are her privileges, interests and rights as a Landlord under the *Residential Tenancies Act, 2006* (the 'Act'), and I therefore do not find that ignorance of the law is a defense for the Landlord in this case.
8. The Landlord also believes that she is not obligated to return the deposit to the Tenant because it was paid by a third party. Although the Landlord's reluctance is understandable, whatever the source of the funds for the last month's rent deposit is not relevant to whether or not the Landlord is obliged to reimburse it. The only parties with standing in the tenancy are the Landlord and the Tenant, and any reimbursement of a deposit must go to the Tenant, no matter where she got the money in the first place.
9. 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'). She also failed to pay interest on the last month's rent deposit, and she will be ordered to pay this, as well as reimburse the deposit, to the Tenant. The interest owed on the last month's rent deposit is \$35.63.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,038.63. This amount represents:
 - \$950.00 for the last month's rent deposit.
 - \$35.63 for interest on the last month's rent deposit.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 16, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 16, 2026, the Landlord will owe interest. This will be simple interest calculated from March 17, 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 5, 2026
Date Issued

Nancy Morris
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.