



Order under Section 135 Residential Tenancies Act, 2006

Citation: Wickens v Kelly, 2026 ONLTB 19468

Date: 2026-03-05

File Number: LTB-T-068297-25

In the matter of: 38 Bellholme Lane
Collingwood ON L9Y3Z1

Between: Katelynn Wickens
Adam Fish Tenants

and

Meaghan Kelly Landlord

Katelynn Wickens and Adam Fish (the 'Tenants') applied for an order determining that Meaghan Kelly (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 9, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$648.00
2. The Tenants filed their application claiming that the Landlord did not use the last month's rent deposit to pay the rent for the last month of the tenancy.
3. The Tenant, Katelynn Wickens ('KW'), testified that they moved into the rental unit on September 21, 2024 and did not pay a last month's rent deposit at that time as she wasn't aware that it wasn't sent. She testified that in July 2025, after some other issues which they retained legal counsel for, she sent the rent deposit of \$1,200.00 to the Landlord with the rent payment for July 2025.
4. KW testified that the parties came to an agreement to end the tenancy. The parties executed an N11 Agreement, agreeing to terminate the tenancy on August 15, 2025. She testified that they vacated on August 14, 2025, and advised the Landlord that they had vacated and that they left the keys to the unit at the front entrance.
5. The Landlord does not dispute that she collected a last month's rent deposit in the amount of \$1,200.00 from the Tenants. She also does not dispute KW's testimony that the parties agreed to termination of the tenancy on August 15, 2025 and that the Tenants vacated

prior to that date. She testified that she was not willing to return their deposit because there were damages and other things which she wanted sorted. She testified that she has not filed any application with the Board for a determination of these allegations.

6. Section 106(10) of the *Residential Tenancies Act, 2006* (the 'Act') provides that a landlord must apply a rent deposit to the last rent period before the tenancy terminates. In other words, it cannot be used for anything other than last months' rent.
7. It was undisputed that the Tenants paid the rent for every month of the tenancy up to July 31, 2025. Given that the parties agreed to terminate the tenancy on August 15, 2025, the last month of the tenancy was August 2025. Since the Tenants vacated in accordance with the agreement, the Landlord was required to use the last month rent deposit for August 1 to 15, 2025 and return the balance to the Tenants. The Landlord retained the unused portion of the deposit. This is prohibited by the Act. Therefore, the Landlord will be ordered to return the balance of the deposit to the Tenants.
8. Since the Tenants were only responsible for the rental unit from August 1 to 15, 2025. Therefore, based on the daily rent amount of \$39.45, the amount owing to the Landlord for the 15 days in August is \$591.75. Therefore, the balance of \$608.25 was required to be returned to the Tenants. However, in their application, the Tenants only requested that the Landlord be ordered to return \$600.00 of their deposit. I am therefore limited to awarding only the amount claimed in the application. Therefore, the Landlord will be ordered to pay the Tenants \$600.00.
9. The Tenants incurred costs of \$48.00 for filing the application and are entitled to reimbursement of those costs.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$648.00. This amount represents:
 - \$600.00 for the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by March 16, 2026.
3. If the Landlord does not pay the Tenants 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 Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 5, 2026
Date Issued

Candace Aboussafy
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.