



Order under Section 135 Residential Tenancies Act, 2006

Citation: LAROCQUE v BOILEAU, 2026 ONLTB 20637

Date: 2026-03-11

File Number: LTB-T-066546-25

In the matter of: 1, 2 Holland Avenue
Ottawa ON K1Y0X4

Between: SAMUEL ROSS LAROCQUE

Tenant

And

PAUL BOILEAU

Landlord

SAMUEL ROSS LAROCQUE (the 'Tenant') applied for an order determining that PAUL BOILEAU (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 26, 2026.

Only the Tenant's daughter, Candy Larocque attended the hearing. The Tenant died on May 5, 2025 and Ms. Larocque is the Estate Trustee.

As of 9:43 a.m., 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 some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay Candy Larocque \$766.00.
2. Ms. Larocque testified that she did not have a copy of her father, Samuel Ross Larocque's lease but she had copies of her father's cancelled rent cheques of \$713.00.
3. Ms. Larocque testified that her father moved into the rental unit 25 years ago and he passed away on May 5, 2025. She explained that she emailed the Landlord and attempted to speak to him on the phone. She stated that she was unable to reach the Landlord on the phone but he did respond to her email about the rental of the unit.
4. Ms. Larocque stated that she cleaned out her father's unit by May 16, 2025 and notified the Landlord of that information. She received an email from the Landlord on May 26,

2025 where the Landlord confirmed that the monthly rent was \$713.00 and he was looking for rent to be paid up until June 4, 2025. The Tenant's daughter confirmed that the rental unit was empty and that her father had paid rent for the month of May of 2025. She had emailed the Landlord requesting that he return the last month's rent deposit of \$713.00 and the security deposit of \$713.00. She stated that her father had paid an "extra" deposit along with the last month's rent when he moved into the rental unit in 2001.

5. Ms. Larocque emailed a copy of the May 25, 2025 email from the Landlord confirming that the rent was \$713.00 and that the Tenant had a deposit of \$713.00.

Law and Analysis

6. Section 106 1) of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") states "A landlord may require a tenant to pay a rent deposit with respect to a tenancy if the landlord does so on or before entering into the tenancy agreement and 2) The amount of a rent deposit shall not be more than the lesser of the amount of rent for one rent period and the amount of rent for one month."
7. Further section 106(10) states "A landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy termination."
8. The Landlord did not return the Tenant's rent deposit even though the Landlord received the full payment for May's rent. The rent deposit was not returned to the Tenant's daughter and this is contrary to the Act.
9. Regarding Ms. Larocque's claim for the return of the security deposit, the May 26, 2025 email from the Landlord did not state that he was in receipt of a security deposit. As such, I am not able to order same.
10. Based on the Tenant's uncontested evidence, this application will be granted. The Tenant is also entitled to the application fee.

It is ordered that:

1. The total amount that the Landlord shall pay the Tenant is \$766.00 This amount represents:
 - \$713.00 for the last month's rent deposit illegally retained by the Landlord; and
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 22, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by March 22, 2026, the Landlord will owe interest. This will be simple interest calculated from March 23, 2026 at 4.00% annually on the balance outstanding

March 11, 2026
Date Issued

Carrie Bertrand
Member, Landlord and Tenant Board

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