



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-066872-25

In the matter of: 3, 152 MAY ST
NEW LISKEARD ONTARIO P0J 1P0

Between: Gabrielle Thomas Tenant

and

Jason Ingleton
Stephanie Ingleton
Ingleton Rentals Landlords

Gabrielle Thomas (the 'Tenant') applied for an order determining that Jason Ingleton, Stephanie Ingleton and Ingleton Rentals (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on January 19, 2026.

The Tenant and her representative, Therese Menard, and the Landlords and their representative, David Bennett, attended the hearing.

Stephanie Ingleton, testified on behalf of the Landlords.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$707.31.

Last Month's Rent Deposit

2. It is not in dispute that the Tenant paid the Landlords at last month's rent deposit of \$650.00 at the commencement of the tenancy on July 16, 2021.
3. On May 30, 2024, the Landlords served the Tenant with a notice to end the tenancy because the Landlords' parent required the rental unit ('N12'), with a termination date of July 31, 2024. The Tenant also received compensation equal to one month's rent in the amount of \$709.18, as required by section 48.1 of the *Residential Tenancies Act, 2006* (the 'Act').

4. The Tenant confirmed receipt of the N12 notice and the one month's compensation. She indicated that on August 21, 2024, she served the Landlords with the Tenant's notice to end the tenancy ('N9') with a termination date of August 31, 2024.
5. It is not in dispute that the Tenant vacated the rental unit on August 31, 2024, and returned the property keys on September 1, 2024. It is also not in dispute that the Tenant paid rent for the month of August 2024.
6. The Tenant testified that the Landlords did not apply her last month's rent deposit towards the rent for the final rental period of the tenancy and did not return the deposit to her. The Tenant also seeks interest on the deposit from July 16, 2021.
7. Ms. Ingleton confirmed during her examination that the Tenant paid the rent for the month of August 2024 and that the Tenant's rent deposit was not applied to the rent and was not returned to the Tenant.
8. Ms. Ingleton further testified that the Tenant returned the keys on September 1, 2024 and not on the termination date, and that the unit remained vacant until October 2024.

Analysis

9. Based on the evidence before me, the tenancy terminated on August 31, 2024. Therefore, August 2024 was the last rental period of this tenancy. The Tenant paid the rent for August 2024. The Landlords 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 Act.
10. Section 106(10) provides:

(10) 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 terminates. 2006, c. 17, s. 106 (10).
11. As the rent for the final rental period of the tenancy had already been paid, there was no outstanding rent for the last month to which the deposit must be applied. In these circumstances, the Landlords were required to return the deposit to the Tenant.
12. The Act does not permit a Landlord to retain a last month's rent deposit because a unit remained vacant after the tenancy was terminated or because the keys were returned one day after the termination date. The only permitted use is to pay the rent for the last month of the tenancy.
13. I also find that the Landlords failed to pay the Tenant interest on the last month's rent deposit, as required by section 106(6) of the Act.
14. Interest on the rent deposit, in the amount of \$57.31 is owing to the Tenant for the period from July 16, 2021 to January 19, 2026.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$707.31. This amount represents:
 - \$650.00 for the last month's rent deposit; and
 - \$57.31 for interest on the last month's rent deposit.
2. The Landlords shall pay the Tenant the full amount owing by March 20, 2026.
3. If the Landlords does not pay the Tenant the full amount owing by March 20, 2026, the Landlords will owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.

March 9, 2026
Date Issued

Adeela Alvez
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.