



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-070477-25

In the matter of: 541 Glenholme ave
Toronto ON M6E3G3

Between: Stanley Onuigbo Tenant

And

Edson Holquissio Landlord

Stanley Onuigbo (the 'Tenant') applied for an order determining that Edson Holquissio (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 17, 2026.

Only the Tenant attended the hearing.

As of 10:12 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB by mail and email. 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 the allegations contained in the application on a balance of probabilities.
2. On or about June 24, 2025, the parties entered into a month-to-month tenancy agreement starting August 1, 2025. The Tenant paid the Landlord \$1,600.00 for first and last month's rent deposit; however, the Landlord did not give the prospective Tenant vacant possession of the rental unit.
3. The Tenant testified that when he requested the keys to the rental unit at the end of July 2025, the Landlord informed him that the rental unit was already "booked". The Landlord then offered the Tenant a replacement unit; however, the replacement unit was not acceptable to the Tenant as it was under construction.
4. The Tenant then attended at the original rental unit and refused to leave until the Landlord returned his first and last month's rent deposit. The Landlord refused to do so, and called the police. In front of the police, the Landlord promised to return the first and last month's

rent deposit to the Tenant in a week. The Landlord did not do so, and has been avoiding any communication with the Tenant.

5. Section 107 (1) of the *Residential Tenancies Act*, 2006 (the 'Act') states 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. Subsection 107(2) states that if the prospective tenant, before he or she would otherwise obtain vacant possession of the rental unit, agrees to rent a different rental unit from the landlord, the Landlord is not obligated to return the deposit.
6. Based on the uncontested evidence before me I am satisfied that the Tenant paid the Landlord \$1,600.00 for first and last month's rent deposit, and the Landlord did not give the prospective Tenant vacant possession of the rental unit, or an acceptable replacement unit. Therefore, the Landlord must repay the rent deposit.

It is ordered that:

1. The total amount the Landlord shall pay to the Tenant is \$1,648.00. This amount represents:
 - \$1,600.00 for first and last month's rent deposit, and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 30, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 30, 2026, the Landlord will owe interest. This will be simple interest calculated from March 31, 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 19, 2026
Date Issued

Jana Rozehnal
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.