



Order under Section 135 Residential Tenancies Act, 2006

Citation: Graves v King William Properties Inc., 2026 ONLTB 23851

Date: 2026-03-20

File Number: LTB-T-072000-25

In the matter of: 102, 15 KING ST
ST CATHARINES ON L2R3H1

Between: Keith Graves
Olga Moreira
Tenants

And

King William Properties Inc.
Landlord

Keith Graves and Olga Moreira (the 'Tenant') applied for an order determining that King William Properties Inc. (the 'Landlord') collected or retained money illegally.

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

Only the Tenants attended the hearing.

As of 12:45 p.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. As a result, the hearing proceeded with only the Tenants' evidence.

Determinations:

Preliminary Issue

1. On March 16, 2026, the Landlord sent an email to the LTB requesting the hearing be rescheduled as they are not currently in Canada. In the email, the Landlord states:

I was just notified yesterday by my daughter that an important email received on March the 10th was found in the junk box. It deserved my attention as it was from a previous tenant informing me of an application to the LTB and the hearing would take place tomorrow March 17th. I have included here a screen shot of the email as evidence of when we received it. I would like to advise the Landlord and Tenant Board that my mother passed away this past week. As a result I am currently in Portugal and will only be returning to Ontario, Canada in a couple of weeks. Given these circumstances I am not able to attend the hearing tomorrow March the 17th and therefore kindly request the Board to reschedule the hearing for a later date to allow me time to grieve. I have attached a declaration from the funeral home, as evidence for the Board to consider and grant me my request to reschedule the hearing. Please let me know if accepted and if any further information is necessary.

2. Rule 21.1 of the LTB's Rules of Procedure (the 'Rules') says:

Parties may agree to ask the LTB to reschedule a CMH or hearing prior to the scheduled date. The request to reschedule must be on consent of all parties and received by the LTB as soon as reasonably possible and not less than 5 business days before the scheduled date. Consent is required even where the notice of hearing and application have not been delivered to the responding parties.

3. And Rule 21.2 of the Rules says:

A request to reschedule a CMH or hearing received by the LTB less than 5 business days prior to the scheduled date or not on consent of all the parties may be granted if a Member or Hearing Officer is satisfied that it was not reasonably possible for the party making the request to comply with Rule 21.1.

4. After review of the Board's records, the Notice of Hearing was sent by email to the Landlord on November 19, 2025 and this email was not returned to the LTB as undeliverable. Moreover, the Landlord accessed the filed in the Tribunals Ontario Portal on August 28, 2025, the same day the Tenants' application was filed and consented to emails being sent to them by the LTB.
5. Although the Landlord's agent had a stated reason for being unable to attend the hearing, the Landlord has not provided any explanation to the Board as to why the request to reschedule the hearing was not submitted at least 5 days in advance, nor why no one appeared on the agent's behalf to speak to the application or request an adjournment. As such, the request to reschedule the hearing was denied.

T1 Application

6. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$1,000.00.
7. In their application, the Tenants seek the return of the last month's rent deposit paid to the Landlord on November 15, 2018. They also request compensation for interest on that deposit however, because the amount claimed for interest in the application is listed as zero dollars, the claim for interest is denied.
8. The Tenants testified that they paid the last month's rent deposit of \$1,000.00 before taking possession of the rental unit and provided a copy of the electronic transfer as evidence. They further testified that they vacated the rental unit on September 1, 2025, but they paid the rent for August 2025, being their final month, with the expectation that the last month's rent deposit would be returned to them upon moving out. The Tenants provided documentary evidence to support the August 2025 rent payment.
9. The Tenants testified the tenancy was terminated by providing the Landlord with a valid N9 Tenant's Notice to Terminate the Tenancy ('N9 Form') on July 4, 2025 and this N9 Form was accepted by the Landlord. A copy of the N9 Form was submitted into evidence.

10. The Tenants further testified the Landlord did not return the last month's rent deposit as expected, nor did the Landlord at anytime inform them that the rent for August 2025 should not have been paid.
11. Based on the uncontested evidence and submissions before the Board, I am satisfied on a balance of probabilities that since the Landlord was aware the Tenants had moved out of the rental unit on September 1, 2025 and there was a signed N9 Form, the Landlord clearly did not use the Tenants' rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenants. The Landlord's actions are prohibited by the *Residential Tenancies Act, 2006* (the 'Act'). As a result, the Landlord owes \$1,000.00 to the Tenants.
12. The Tenants received a waiver of the costs to file the application, therefore the Tenants are not entitled to these costs.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$1,000.00. This amount represents:
 - \$1,000.00 for the last month's rent deposit.
2. The Landlord shall pay the Tenant the full amount owing by March 31, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 31, 2026, the Landlord will owe interest. This will be simple interest calculated from April 1, 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 20, 2026
Date Issued

Susan Priest
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.