



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-000433-26

In the matter of: 334 Queen Mary St.
Ottawa ON K1K1W9

Between: Isaiah Amari White Tenant

And

Roni Sanchez Landlord

Isaiah Amari White (the 'Tenant') applied for an order determining that Roni Sanchez (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 24, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. In the Tenant's application, it was alleged that he entered into a tenancy agreement with the Landlord, but the Landlord did not return the \$650.00 the Tenant paid as a partial last month rent deposit.
3. The Tenant testified that he paid the Landlord \$1,650.00 prior to the start of the tenancy. The Tenant testified that he believed \$1,000.00 was to be applied towards the rent due for the month of December 2025, and the remaining \$650.00 was a partial last month rent deposit, which would be applied to the last month of the tenancy.
4. It was the Tenant's evidence that he had various text message conversations about the return of the deposit and that the Landlord texted him confirmation that he would return the deposit to the Tenant. The Tenant tendered several text messages to support his claim.
5. The Tenant further testified that after he moved into the rental unit, he began to feel uncomfortable due to the presence of roaches and informed the Landlord of this issue. The Tenant then stated that he provided notice of termination to the Landlord through text message on December 15, 2025, due to this issue. The Tenant at this time requested a refund of the \$650.00 deposit that he paid.

6. The Tenant ultimately vacated the rental unit on December 31, 2025.
7. The Landlord testified that while he did initially agree to return the last month rent deposit to the Tenant, the Tenant gave him a short and improper notice of termination. As such, due to the sudden vacating of the rental unit by the Tenant, the Landlord testified that he could not rent the unit until February 1, 2026, and does not agree to monies being provided back to the Tenant due to this.

Analysis

8. Pursuant to section 88(1) of the *Residential Tenancies Act, 2006* (the 'Act'), if a tenant abandons or vacates a rental unit without giving proper notice in accordance with the Act, the tenant is liable for the rent for the period of notice he or she could have given to the landlord to properly terminate the tenancy.
9. In this case, there was no evidence of a written lease agreement between the Landlord and Tenant. However, given the testimony of both parties that there was an agreement to rent the unit, which included a rental period, term, and cost, there is a clear meeting of the minds to indicate that the parties entered into a tenancy agreement. Therefore, I find that the Tenant had a monthly tenancy agreement with the Landlord.
10. Section 44(2) of the Act states that to terminate a monthly tenancy, the tenant shall give sixty (60) days notice before the termination to be effective and that date shall be on the last day of a rental period. Given that the Tenant gave notice on December 15, 2025, the earliest date they could have lawfully terminated the tenancy was February 28, 2026.
11. The Tenant testified, and I accept they vacated the rental unit on December 31, 2025.
12. The Tenant also testified to asking the Landlord if they could be reimbursed the \$650.00 partial last month rent deposit being retained by the Landlord. The Tenant further stated that they did not know of the sixty (60) day written notice they had to provide the Landlord, and if they had been informed of such, they would have done so.
13. The Landlord testified that they confirmed what the Tenant had texted him, indicating his intention to vacate the unit. In addition, the Landlord testified that he informed the Tenant of the sixty (60) days notice requirement prior to the tenancy starting. The Landlord did not openly oppose the termination of the tenancy but did state that he should have received proper notice. Furthermore, the Landlord testified that he kept the \$650.00 as the unit was left in an untidy condition, and due to the sudden departure of the Tenant, the unit went unrented in January 2026.
14. Consequently, I find that the Tenant vacated the rental unit on December 31, 2025, without the required written notice to the Landlord.
15. I am not satisfied that the Tenant provided proper notice to terminate their monthly lease, as they were required to provide sixty (60) days notice to the Landlord before the termination to be effective on the last day of a rental period pursuant section 44(2) of the Act.

16. Pursuant to section 37 of the Act, a tenancy can only be terminated in accordance with the Act. In the circumstances, I am not satisfied that the Tenant lawfully terminated the tenancy.
17. The question then becomes when did the Tenant's obligation to pay rent end. As noted above, the earliest the Tenant could have lawfully terminated the tenancy is February 28, 2026. However, the Landlord also had a duty to mitigate their losses under section 16 of the Act. I am satisfied that the Landlord mitigated their losses in the circumstances.
18. The Landlord demonstrated that he was unable to rent the unit for the month of January 2026, as the Tenant abruptly left the rental unit without providing proper notice. The Landlord re-rented the unit effective February 1, 2026. Accordingly, the Tenant is responsible for rent up to January 31, 2026 and the Landlord was entitled to apply the Tenant's rent deposit to that month.
19. Based on the above, the Landlord did not illegally retain the Tenant's partial last month rent deposit, and the Tenant's application is dismissed.
20. This order contains all of the reasons within it. No further reasons will be issued.

It is ordered that:

1. The Tenant's application is dismissed.

April 7, 2026
Date Issued

Amit Gurpersaud
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.