



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-108090-25

In the matter of: Rear Unit - Detached, 36 FERRARA ST
HAMILTON ON L8H 5G3

Between: Crystal Brzozowski Tenants
Sarah Walsh

And

Dalia Bazyte Landlord

Crystal Brzozowski and Sarah Walsh (the 'Tenants') applied for an order determining that Dalia Bazyte (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 30, 2026.

Only the Tenants attended the hearing.

As of 9:21 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 Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord shall be required to compensate the Tenants pursuant to the terms of this order.
2. The Tenants moved into the rental unit on July 1, 2023, at which time they provided the Landlord with payment in the amount of \$12,500.00. This payment was attributed to the first month's rent, last month's rent deposit, and a three-month security deposit. The rent at the time the Tenants occupied the unit was \$2,500.00/month. A copy of the lease agreement was tendered by the Tenant. The lease identified the sum of \$12,500.00 payable on or before the commencement of the tenancy.
3. The Tenants vacated the rental unit on October 31, 2025. The Landlord applied \$2,626.50 out of the remaining \$10,000.00 being held by the Landlord which left a balance of \$7,373.50.

4. Since filing of the Tenants' application with the Board, the Landlord has returned to the Tenants, an additional sum of \$3,807.45. The Landlord informed the Tenants that the remaining balance of \$3,566.05 would not be returned because of damages the Landlord allegedly found in the unit.
5. Based on the uncontested evidence, I am satisfied that the Landlord unlawfully retained or collected monies from the Tenants. I say this because a landlord is not permitted to collect and/or retain a security deposit. The \$7,500.00 collected by the Landlord at the commencement of the tenancy was not applied to any of the rental periods, nor was it applied to the Tenants' rent deposit. Accordingly, I find the deposit to be an amount unlawfully collected.
6. The Landlord collected a security deposit which is not permitted by the *Residential Tenancies Act, 2006* (the 'Act').

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$3,619.05. This amount represents:
 - \$3,566.05 for monies illegally collected.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by April 21, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 21, 2026, the Landlord will owe interest. This will be simple interest calculated from April 22, 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.

April 10, 2026
Date Issued

Ilan Shingait
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.