



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-053866-25

In the matter of: 2907, 498 CALDARI RD
CONCORD ON L4K0R6

Between: Anita Dumebi Uzoeto Tenant

And

ivie o burnifer Landlord

Anita Dumebi Uzoeto (the 'Tenant') applied for an order determining that ivie o burnifer (the 'Landlord') collected or retained money illegally.

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

Only the Tenant attended the hearing.

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 Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$1,200.00.

The parties entered into a tenancy agreement and the Landlord did not give the Tenant access to the rental unit

2. The Landlord collected a rent deposit but did not give the prospective Tenant vacant possession of the rental unit. Therefore, the Landlord must repay the rent deposit. The Tenant testified that she entered into a rental agreement with the Landlord for a shared accommodation, in which both parties were to reside in the same rental unit, each occupying separate bedrooms. The address for service listed for the Landlord is the rental unit address. The Tenant stated that the agreed-upon commencement date of the tenancy was July 1, 2025. Prior to the tenancy start date, the Tenant paid the Landlord \$1,200.00 representing the first month's rent. The Tenant referred to Document ID #5918134, including a written agreement contained in a Facebook conversation (page 8), and further

relied on page 10 of the same document, in which the Landlord confirms receipt of the \$1,200.00 payment.

3. The Tenant testified that approximately one week prior to the intended move-in date, she contacted the Landlord to confirm that arrangements for the July 1, 2025, move-in were in place. During that conversation, the Landlord advised the Tenant that the building elevator had not been reserved and that two weeks' notice was required by property management to secure an elevator booking. The Tenant relied on the May 27, 2025, Facebook messages, in which the Landlord had previously indicated that she would reserve the elevator for the Tenant's July 1, 2025, move-in date. The Tenant testified that she relied on this representation. The Tenant stated that she informed the Landlord that she had no alternative accommodation available as of July 1, 2025. She further testified that she attempted to extend her stay at her current residence but was unsuccessful.
4. The Tenant testified that she proposed moving into the unit with minimal belongings, specifically an airbed and two boxes, and suggested that the elevator could be reserved at a later date when she acquired additional furniture. However, the Landlord insisted that the elevator must be reserved in advance, even for the Tenant's limited belongings. The Tenant stated that the room to be rented was unfurnished. Despite her willingness to proceed with a minimal move-in, the Landlord maintained that the Tenant could not move in without a prior elevator reservation.
5. The Tenant testified that the Landlord subsequently advised her that she would only be able to move into the unit in the middle of July 2025, rather than on the agreed upon commencement date of July 1, 2025. As a result of these events, the Tenant requested the return of the \$1,200.00 payment for first month's rent, on the basis that she was unable to move into the unit as agreed. The Tenant stated that the Landlord refused to return the full amount but offered to refund \$600.00. The Tenant declined this offer from the Landlord.
6. The Tenant testified that following this dispute, the Landlord blocked her on WhatsApp and Facebook. The Tenant stated that the last communication between the parties occurred on June 30, 2025. The Tenant further testified that she attended a police station to file a complaint regarding the matter.

Analysis

7. Based on the Tenant's uncontested evidence, I find that the parties entered into a rental agreement for a tenancy commencing July 1, 2025, and that the Tenant paid \$1,200.00 for first month's rent. This is supported by the written communications and the Landlord's confirmation of receipt. I find that the Landlord failed to provide possession of the rental unit on the agreed-upon date. Although the Landlord had indicated she would arrange the elevator booking, she later advised that this had not been done and that the Tenant could not move in as scheduled.
8. The Landlord did not attend the hearing and did not provide any evidence or submissions in response to the Tenant's claims. As a result, the Tenant's evidence is uncontested, and I accept it where it is credible and consistent.
9. I accept the Tenant's evidence that she was ready to move in on July 1, 2025, even with minimal belongings. The Landlord's insistence on an elevator reservation in these

circumstances was unreasonable and prevented the Tenant from taking possession. I further find that the Landlord's statement that the Tenant could only move in mid-July 2025 amounted to a unilateral change to a fundamental term of the agreement.

10. As the Tenant never took possession due to the Landlord's actions, the Landlord is not entitled to retain any portion of the \$1,200.00.
11. Accordingly, the Tenant is entitled to a full refund of \$1,200.00, as well as the \$48.00 application filing

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,248.00. This amount represents:
 - \$1,200.00 for the first month rent collected by the Landlord
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 12, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 12, 2026, the Landlord will owe interest. This will be simple interest calculated from April 13, 2026, at 4.00% annually on the balance outstanding.

April 1, 2026
Date Issued

Nathan Korenberg
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.