



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-054525-25

In the matter of: Unit B, 96 Rodney Blvd
Guelph ON N1G2H3

Between: Steven Moulds Tenant
Caitlin Meyer

And

John Ebby Massoudi Landlord

Steven Moulds and Caitlin Meyer (the 'Tenant') applied for an order determining that John Ebby Massoudi (the 'Landlord') collected or retained money illegally.

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

Only the Tenant attended the hearing. Where there is more than one tenant named in this application, I will refer to them collectively as the "Tenant" in this order.

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 some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$89.81 for Interest on the last month's rent deposit.

Illegal charge collected

2. The Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant testified that they moved into the rental unit on May 1, 2021, and remain in possession of the unit.
3. The Tenant stated that the Landlord originally resided at 96 Rodney Blvd, Unit A, which was also provided as the Landlord's address for service. On August 8, 2024, the Landlord emailed the Tenant advising that all correspondence should be directed to Kevin Latam,

who had been appointed as property manager. The property manager advised that the Landlord's address for service was 95 Rodney Blvd, Guelph.

4. The Tenant testified that there is a water softener at the rental property which requires salt. The Tenant relied on an email dated April 29, 2021, which states that the cost of water softener salt would be shared between Units "A" and "B". The Tenant stated that the written tenancy agreement does not contain any provision requiring the Tenant to pay for water softener salt. The Tenant stated that the Landlord required the Tenant to pay for water softener salt throughout the tenancy, representing that it was the Tenant's obligation under the lease. The Tenant testified that this representation was also later repeated by the property manager in an email dated July 2025.
5. The Tenant testified that the Landlord would request payment for salt by delivering handwritten notes indicating the amount owed and would then deliver salt after payment was made. The Tenant submitted a document dated April 1, 2024, indicating a payment of approximately \$30.48 to the Landlord for water softener salt. The Tenant testified that In December 2021, the Tenant paid approximately \$20.00 for salt, which was delivered. In December 2023, the Tenant paid approximately \$30.18 for six bags of salt; however, only three bags were delivered by the Landlord. The Tenant stated that the last request for payment from the Landlord occurred in December 2023.
6. The Tenant testified that they also independently purchased approximately \$200.00 worth of salt to maintain the water softener when the Landlord failed to provide it. However, the Tenant acknowledged that they do not have receipts or proof of payment for these purchases. The Tenant seeks reimbursement of \$50.18 paid to the Landlord for salt, alleging that it constitutes an illegal charge because the lease does not require such payments; and The Landlord failed to fully provide the salt paid for.
7. Upon further questioning by the Board, the Tenant acknowledged that some payments fall outside the 12-month limitation period but submitted that the Landlord and property manager misrepresented that the payments were required under the lease.

Interest on rent deposit owing

8. The Landlord failed to pay the Tenant interest on the last month's rent deposit, as required by the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant testified that the last month rent deposit of \$1,000.00 was paid prior to May 1, 2021, the rent at the time was \$1,000.00 and the Landlord did not pay or credit the annual interest or apply it toward lawful rent increases.

Analysis

9. The Tenant bears the burden of proving, on a balance of probabilities, that the Landlord collected monies in contravention of the Act and that the amounts claimed are recoverable. With respect to the water softener salt, the evidence establishes that the written tenancy agreement does not require the Tenant to pay for salt. While the Landlord relied on a prior email indicating a cost-sharing arrangement, such an agreement is not reflected in the lease and is not enforceable where it results in additional charges not permitted under the Act. The evidence further supports that the Landlord collected payments from the Tenant

for salt and, in at least one instance, failed to provide the full quantity paid for. I accept the Tenant's evidence that \$30.18 was paid in December 2023 for six bags of salt, of which only three were delivered.

10. However, the Act imposes a 12-month limitation period for recovery of such charges. The application was filed on July 3, 2025. Accordingly, any payments made prior to July 3, 2024, are statute barred and cannot be ordered returned, regardless of any alleged misrepresentation.
11. As a result, the Tenant's claim for \$50.18 fails, as both identified payments (December 2021 and December 2023) fall outside the 12-month limitation period. The Tenant's additional claim of approximately \$200.00 for independently purchased salt is also dismissed due to lack of supporting evidence and because the timing of those purchases is unclear.
12. With respect to the last month's rent deposit, the Act requires a landlord to pay interest annually at the guideline rate or apply it to the rent. The Landlord did not dispute the Tenant's evidence that no interest was paid or credited.
13. The Tenant was substantially successful in the application with respect to the LMR interest. Therefore, it is appropriate to award the \$48.00 filing fee.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$137.81. This amount represents:
 - \$89.81 for interest on the last month's rent deposit.
 - \$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.
4. If the Landlord does not pay the Tenant the full amount owing by April 12, 2026, the Tenant may recover this amount by deducting \$137.81 from the rent in May 2026.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

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.