



Order under Section 135 Residential Tenancies Act, 2006

Citation: Skinner v Baum, 2026 ONLTB 30895

Date: 2026-04-15

File Number: LTB-T-090495-25

In the matter of: 106, 345 Laurier Ave E
Ottawa ON K1N6R5

Between: Alycia Skinner Tenant

And

Rochelle Baum Landlord

Alycia Skinner (the 'Tenant') applied for an order determining that Rochelle Baum (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 13, 2026.

Only the Tenant attended the hearing.

As of 9:33 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 Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
3. The Tenant testified that in January 2025 her portion of the lease was transferred to a new tenant. The Tenant testified that this was approved by the Landlord. The Tenant testified that she was initially sharing the rental unit with other roommates, and her portion of the last month's rent deposit was \$435.65, which was still being held by the Landlord at the time the lease was assigned in January 2025.

4. The Tenant testified that her roommates remained and as far as she knows the assignee and her former roommates continue to be in possession of the rental unit. The Tenant testified that she assigned only her portion of the lease in January 2025.
5. Section 95(8) of the *Residential Tenancies Act*, 2006 (the 'Act') provides that if a tenant has assigned a rental unit to another person, the tenancy agreement continues to apply on the same terms and conditions. Furthermore, section 106(10) provides that the last month's rent deposit must be applied to the last month of the tenancy. And finally, section 18 of the Act provides that covenants concerning things related to the rental unit run with the land.
6. The modern principles of statutory interpretation require that the words of an Act be read in their entire context, harmoniously with the scheme of the Act, the object of the Act, and the intent of the Legislature. See *Onyskiw v CJM Property Management Ltd.*, 2016 ONCA 477 at para. 39.
7. As such, when I consider the various sections mentioned above in their entire context and interpreted harmoniously with each other, I find that since the Tenant assigned all her rights under the tenancy agreement to the assignee (new tenant) and the tenancy continued, this included terms relating to the last month's rent deposit. I find that the Tenant's portion of the last month's rent deposit was properly included with her assignment of her portion of the tenancy and was assigned to the assignee.
8. Furthermore, since the tenancy continued and has not ended, the last month's rent deposit cannot be applied. As of the hearing, the Landlord has not illegally retained any money per section 135 of the Act as based on the Tenant's testimony the tenancy continues to the best of her knowledge.
9. It would have been up to the assignor (the Tenant) and the assignee to come up with an agreement during the assignment of the lease to deal with the Tenant's portion of the last month's rent deposit. That is beyond the jurisdiction of the Board.
10. Therefore, based on the foregoing, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

April 15, 2026
Date Issued

Nicole Pedron
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.