



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-101185-25

In the matter of: 203 GLEBE AVE
OTTAWA ON K1S2C6

Between: Lachlan Scott McConnell Tenant

And

Winston Tannis Landlord

Lachlan Scott McConnell (the 'Tenant') applied for an order determining that Winston Tannis (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 7, 2026.

Only the Tenant attended the hearing.

As of 10:12 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 proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$525.27, inclusive of the cost of filing the application.

Rent Deposit Illegally Retained:

2. The Tenant paid a \$450.00 rent deposit to the Landlord the day the tenancy started on May 12, 2023.
3. The Tenant testified that he was evicted from the rental unit by the Sheriff on October 23, 2025. The Sheriff was there to give vacant possession of the residential complex to the mortgagee. The Tenant was instructed that he had to pack up and leave the premises

immediately. The Tenant submitted a Notice Demanding Possession from the Ontario Superior Court of Justice dated June 25, 2025 as evidence.

4. The Tenant then emailed the Landlord on November 11, 2025, requesting the return of his deposit as he had paid the rent for October 2025, which became the last month of the tenancy. The Landlord replied on November 13, 2025 stating that he still had the deposit, and it might be possible for the Tenant to move back into the unit. The Tenant had already been evicted at that point and replied to the Landlord that he had no intention of returning to the unit. The tenant submitted copies of the emails as evidence.
5. The Tenant confirmed at the hearing that the Landlord still had not returned the deposit.
6. Section 106(10) of the *Residential Tenancies Act, 2006* ('Act') states that "a landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates."
7. Having considered the uncontested evidence before me, I am satisfied that the tenancy terminated on October 23, 2025, when the Tenant was evicted from the rental unit as a result of mortgage enforcement proceedings. Given that the Tenant paid the rent for October 2025, and the Landlord has not returned the deposit, I am also satisfied on the balance of probabilities that the Landlord did not use the Tenant's rent deposit to pay for the last month of the tenancy and did not return the deposit in contravention of the Act.

Rent Deposit Interest:

8. Subsection 106(6) of the Act requires that a landlord pay interest on a last month's rent deposit if one is collected.
9. As the Tenant's last month's rent deposit of \$450.00 was paid on May 12, 2023, the interest owing on the deposit up to the date the Tenant vacated the unit is \$27.27.
10. The Tenant confirmed at the hearing that no interest was ever paid on his last month's rent deposit and none was remitted to him after he vacated the unit. Therefore, based on the uncontested evidence before me, I am satisfied on the balance of probabilities that the Landlord failed to pay the Tenant interest on the last month's rent deposit in contravention of the Act.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$525.27. This amount represents:
 - \$450.00 for the last month's rent deposit.
 - \$27.27 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 May 3, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by May 3, 2026, the Landlord will owe interest. This will be simple interest calculated from May 4, 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 22, 2026
Date Issued

Fotoula Hatzantonis
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.