



APRIL 21, 2026

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

File Number: LTB-T-105114-25

In the matter of: 8, 421 CHESTER ST
LONDON ON N6C2J3

Between: Sofia Teresa Cianfarani Prospective Tenant

And

M&J Doors Ltd. Landlord

Sofia Teresa Cianfarani (the 'Prospective Tenant') applied for an order determining that M&J Doors Ltd. (the 'Landlord') collected or retained money illegally.

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

Only the Prospective Tenant and Prospective Tenant's legal representative Shanika Gordon 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 Prospective Tenant's evidence.

Determinations:

1. As explained below, the Prospective Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Prospective Tenant \$1,837.00.

Testimony of Sofia Cianfarani

2. The Prospective Tenant testified that she originally found the rental unit through an online listing posted by the Landlord. The Prospective Tenant entered into evidence Facebook messages in which the Landlord accepted her application to rent the unit.
3. On October 17, 2025, the parties executed a written lease agreement, which was entered into evidence. The lease was to commence on November 1, 2025, at a monthly rent of \$1,737.00. The lease required a deposit of \$1,787.00, comprised of \$1,737.00 for first month's rent and a \$50.00 refundable key deposit.

4. On October 28, 2025, the Prospective Tenant paid the Landlord a partial deposit of \$700.00. On October 31, 2025, the Prospective Tenant paid an additional \$1,137.00. Proof of both payments was entered into evidence. The Prospective Tenant testified that she inadvertently overpaid the deposit by \$50.00 and requested the Board to return the overpayment.
5. On November 1, 2025, the Landlord refused to provide the Prospective Tenant with access to the rental unit, advising that the Landlord now had concerns regarding the Prospective Tenant's application and was requiring a co-signer. The Prospective Tenant testified that she made immediate efforts to obtain a co-signer but was unable to do so.
6. The Landlord subsequently informed the Prospective Tenant that the lease could not commence and did not provide the Tenant with keys to the rental unit. The Prospective Tenant never obtained possession of the rental unit.

Analysis

7. It is clear from the uncontested evidence of the Prospective Tenant that the parties entered into a tenancy agreement and the Landlord did not give the Tenant access to the rental unit. I am satisfied the Prospective Tenant paid the Landlord a deposit of \$1,837.00 prior to commencement of the lease. This comprised of the last month's rent, refundable key deposit, and overpayment of \$50.00.
8. Section 135(1) of the *Residential Tenancies Act* (the Act) states:

 135 (1) A tenant or former tenant of a rental unit may apply to the Board for an order that the landlord, superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act or the *Tenant Protection Act, 1997*. 2006, c. 17, s. 135 (1).

 (2) A prospective tenant may apply to the Board for an order under subsection 1
9. The Landlord collected a rent deposit but did not give the Prospective Tenant vacant possession of the rental unit. The evidence suggests that the Prospective Tenant had no ability to move into the rental unit due to the Landlord's actions. Therefore, the Landlord must repay the rent deposit.

It is ordered that:

1. The total amount the Landlord shall pay the Prospective Tenant is \$1,837.00 This amount represents:
 - \$1,837.00 for the deposit illegally retained.
2. The Landlord shall pay the Prospective Tenant the full amount owing by May 2, 2026.

3. If the Landlord does not pay the Prospective Tenant the full amount owing by May 2, 2026, the Landlord will owe interest. This will be simple interest calculated from May 3, 2026 at 4.00% annually on the balance outstanding.

April 21, 2026

Date Issued

Brett Lockwood

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.