



Order under Section 135 Residential Tenancies Act, 2006

Citation: Myers v brigil, 2026 ONLTB 31239

Date: 2026-04-23

File Number: LTB-T-093008-25

In the matter of: 2307, 2000 HUNGERFORD GATE
KANATA ON K2L2T4

Between: Jayna Myers Tenant

And

brigil Landlord

Jayna Myers (the 'Tenant') applied for an order determining that brigil (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 14, 2026.

The Landlord's legal representative, Audrey Bureau, the Landlord's agent, Sandy Pouliot, the Landlord's witness, Charifat Wassonguema, the Landlord's witness, Marc-Andre Tessier, the Tenant's support, Scott Myers, and the Tenant attended the hearing.

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.

Illegal rent collected

2. During the hearing, the parties agreed that the Landlord collected rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act') in the amount of \$153.00. However, from the documents and testimony submitted this issue had already been corrected prior to the Tenant filing the T1 application by way of a correction applied to the Tenant's ledger with a credit of \$153.00. Therefore, no determinations will be made concerning this issue. A copy of the Tenant ledger was submitted into evidence.

Rent deposit not applied to last month of tenancy

3. A central issue in this application is the Tenant's claim that she sent an Interac e-transfer of \$2,000.00 to the Landlord as a rent deposit on August 1, 2024 but that it was not applied to rent for the last month of this tenancy which ended on October 31, 2025.
4. During the hearing, the Tenant held up a bank statement showing that \$2,000.00 was withdrawn from her bank account on August 1, 2024.
5. However, the Tenant did not provide:
 - Confirmation that the transfer was successfully completed;
 - Evidence that the Landlord received or accepted the transfer; or
 - Evidence that the funds were deposited into the Landlord's account.

Landlord evidence

6. The Landlord denied receiving the \$2,000.00.
7. The Landlord called three witnesses. The Landlord called Marc Andre Tessier (MT) who is the Landlord's Director of Finance. MT testified that he reviewed the bank statements of the Landlord, and they did not receive the payment of \$2,000.00 from the Tenant. A copy of the Landlord's ledger of all tenants and the Tenant's rent ledger was reviewed and submitted into evidence.
8. The Landlord called Charifat Wassonguema (CW) who is the Landlord Financial Controller and testified that the Landlord does not have automatic deposits for interac etransfers. CW testified that they could not accept the etransfer as it was under investigation and submitted into evidence the August 1, 2024, Interac etransfer notification of investigation. CW testified that on March 13, 2024, she called the Landlord's bank to ascertain if the transfer was ever accepted and the bank was unable to trace the \$2,000.00 from the Tenant and explained the money was sent back to the sender.
9. During cross examination CW was asked what happens if the money was not deposited in the Landlord's account. CW replied that she is not working for the Tenant's banking institution and that the Tenant must speak with her branch to see what happened.
10. The Landlord called Sandy Poulio (SP) who is the Director of Administrator Services for the Landlord. SP testified that she requested confirmation from the Tenant that the \$2,000.00 was received by the Landlord and the Tenant never provided any proof. The Tenant only provided her bank statement which showed the \$2,000.00 was withdrawn from her account.
11. The Landlord submitted into evidence:
 - A tenant ledger showing no record of the \$2,000.00 payment made on or around August 1, 2024;
 - Evidence that the e-transfer was under investigation; and

- An email from the Tenant indicating that she contacted her bank and had the funds returned due to issues with the transaction.
12. In order to succeed in a T1 application, the Tenant must establish her claims on a balance of probabilities. I find that the Tenant has not proven that the Landlord received or unlawfully retained the \$2,000.00 or otherwise collected illegal charges under the Act.
 13. I accept that the Tenant attempted to make a \$2000.00 payment to the Landlord on August 1, 2024. However, the documentary evidence supports the Landlord's position that the transaction was not completed and these funds returned to the Tenant as opposed to being received by the Landlord. Therefore, the Tenant has not provided sufficient evidence to substantiate the alleged unlawful charges or that the Landlord retained funds improperly within the meaning of s. 134(1) of the Act.
 14. While the Tenant alleges financial hardship, stress, and additional costs, these claims are not supported by sufficient evidence linking the alleged losses to a breach of the Act by the Landlord.
 15. Similarly, as it was not proven that the Landlord retained \$2,000.00, I cannot find that the Landlord failed to pay the Tenant interest on the last month's rent deposit.
 16. As a result, the Tenant's application must be dismissed.

It is ordered that:

1. The Tenant's T1 application is dismissed.

April 23, 2026
Date Issued

Teresa Hunt
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.