



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-059885-25

In the matter of: 2114, 550 Webb Drive
Mississauga Ontario L5B3Y4

Between: Sindina Bulloo Tenant

And

Shakeira Phillips Landlord

Sindina Bulloo (the 'Tenant') applied for an order determining that Shakeira Phillips (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 20, 2026.

Only the Tenant attended the hearing.

As of 9:39 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. This matter had previously been scheduled for hearing on February 24, 2026 but did not proceed because the Notice of Hearing sent to the Landlord had been returned to the LTB as undeliverable and the presiding Member was not comfortable proceeding.

On March 2, 2026, Member Begg approved a Request to use Alternative Service made by the Tenant. He approved service by email and text message as valid methods of service. The Notice of Hearing was sent to the Landlord at the email address through which the Tenant was regularly communicating with the Landlord. I am satisfied that the Landlord was provided with the Notice of Hearing in accordance with Member Begg's direction and 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 return the Tenant her first and last month's rent deposit.
2. The Landlord collected a rent deposit (\$2000.00 on May 18, 2025 and May 30, 2025 a further \$500.00) but did not give the prospective Tenant vacant possession of the rental unit.

3. Exhibit 1 to the hearing (DOC6056830) is a copy of the rental agreement between the parties. Exhibit 2 (DOC6056794) is evidence of the payment of \$2000.00 on May 18, 2026 while Exhibit 3 (DOC6056783) is evidence of the payment of the further \$500.00.
4. The tenancy between was set to begin on July 1, 2025 with the Tenant to occupy a room in the rental unit. The Tenant called and texted the Landlord in the days leading up to the move in date to confirm that everything was in order. The Landlord was vague and said "I will call you back" but did not so. Finally, on July 1, the Landlord told the Tenant that the previous tenant was refusing to leave the unit and that the police had become involved. She stated that she would return the deposit but never did. All subsequent efforts by the Tenant to speak to the Landlord were unsuccessful and the Tenant was never provided with either vacant possession or the return of the deposit.
5. Section 107(1) of the *Residential Tenancies Act, 2006* states that "a landlord shall repay the amount received as a rent deposit in respect of a rental unit if vacant possession of the rental unit is not given to the prospective tenant."
6. Therefore, in accordance with s107(1), the Landlord must repay the rent deposit of \$2500.00 and also pay the Tenant's cost of filing this application which was \$53.00. the Landlord must repay the rent deposit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2553.00. This amount represents:
 - \$2500.00 first and last month's rent deposit, and
 - \$53.00 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 29, 2026
Date Issued

Christina Budweth
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.