



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-050264-25

In the matter of: 101, 118 KING ST W
PRESCOTT ON K0E1T0

Between: Jolieke Van De Loo Tenant

And

Ashley Davies Landlords
Josee Davies

Jolieke Van De Loo (the 'Tenant') applied for an order determining that Ashley Davies and Josee Davies (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on January 22, 2026.

The Tenant, the Tenant's Representative, Shasta Pearson and the Landlords 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. The Landlords did not collect rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act').
3. The tenancy began on December 1, 2024. The Tenant then advised the Landlords that she would need to vacate the rental unit on December 5, 2024, due to medical reasons and she returned the keys to the Landlords. The Tenant had provided a copy of the messenger conversations to the Board.
4. The Tenant seeks \$1,244.00, representing the remaining portion of her \$1,800.00 rent deposit. The Landlords returned \$556.00 to the Tenant after they were able to find new tenants for the rental unit before February 1, 2025.

5. The written tenancy agreement states that the tenancy was month-to-month. However, the agreement also states that the term began on December 1, 2024, and ended on January 31, 2025. A copy of the lease agreement was provided to the Board.
6. The Tenant's position is that she is entitled to the remaining \$1,244.00 because she gave 30 days' notice to vacate the rental unit. The Tenant relied on section m under the "General Rules and Restrictions" portion of the tenancy agreement, which states: "If a Tenant wishes to terminate the tenancy at the end of their term, he or she must give 30-day notice prior to the end of the expiration of the term."
7. The Tenant's position is that the tenancy agreement was a month-to-month tenancy and that, because she gave 30 days' notice, her obligation to pay rent ended on January 4, 2025. When questioned about the meaning of "end of their term" in section m, the Tenant testified that she understood it to mean 30 days from the date she gave notice. The Tenant also relied on the doctrine of *contra proferentem*, which provides that an ambiguous term in a contract may be interpreted against the party who drafted it.
8. The Landlords' position is that while the agreement describes the tenancy as month-to-month, the written agreement clearly states that the term began on December 1, 2024, and ended on January 31, 2025. The Landlords' position is that section m required the Tenant to give 30 days' notice before the expiry of the term, being January 31, 2025.

Analysis

9. Section 3 of the Act provides that the Act applies with respect to rental units in residential complexes, despite any other Act and despite any agreement or waiver to the contrary. A provision in a tenancy agreement that is inconsistent with the Act is void.
10. Section 44 (2) of the Act addresses a tenant's notice of termination. For a monthly tenancy, a tenant's notice of termination must be given at least 60 days before the termination date and the termination date must be the last day of a rental period or the last day of the fixed term.
11. I have considered the Tenant's evidence that she believed she was only required to provide 30 days notice and that her obligation to pay rent ended 30 days after she gave notice. Given the circumstances, I am not satisfied that this interpretation is consistent with the Act. Section 3 of the Act provides that the parties cannot contract out of the Act. Therefore, to the extent that section m of the tenancy agreement allowed the Tenant to terminate the tenancy on 30 days' notice, that provision is inconsistent with section 44(2) of the Act and would render it void.
12. Further, I find that the doctrine of *contra proferentem* does not assist the Tenant in the circumstances. The issue is not simply whether the wording of section m is ambiguous. Rather, the issue is whether the Tenant was entitled under the Act to terminate the tenancy 30 days after giving notice. Given Section 3 and 44(2) of the Act, I find the notice of termination that was provided to the Landlords on December 5, 2024, did not comply with the Act, and therefore would be void.
13. The evidence establishes that the Tenant vacated the rental unit shortly after the tenancy began. The Landlords were able to mitigate their loss by finding new tenants before

February 1, 2025, and returned \$556.00 to the Tenant. I am not satisfied that the Landlords collected rent in excess of the amount permitted by the Act by retaining the remaining \$1,244.00.

14. As a result, the Tenant has not proven, on a balance of probabilities, that the Landlords illegally collected rent or retained money to which they were not entitled. This portion of the Tenant's application is dismissed.

Rent deposit and interest

15. The Tenant is seeking \$1,244.00, plus interest on the rent deposit. The Tenant claims that the Landlords did not apply the rent deposit to the last rental period of the tenancy and did not return the full deposit to the Tenant.
16. Given my findings above, I am not satisfied that the Landlords improperly retained the remaining portion of the rent deposit. The evidence establishes that the Tenant vacated the rental unit shortly after the tenancy began, without giving proper notice that complied with the Act. The Landlords applied the rent deposit toward the Tenant's continuing rent obligation and returned \$556.00 to the Tenant after they were able to re-rent the unit before February 1, 2025.
17. Section 106 of the Act permits a landlord to collect a rent deposit and requires that the deposit be applied only to the rent for the last rental period before the tenancy terminates. In the circumstances, I find that the Landlords were entitled to apply the deposit toward the Tenant's rent obligation up to the point that the rental unit was re-rented.
18. The Tenant has not proven, on a balance of probabilities, that the Landlords failed to properly apply the rent deposit and or that any portion of the rent deposit is owing. Therefore, this portion of the application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

April 30, 2026
Date Issued

Joshua Labbe
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.

