



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-093675-25

In the matter of: 2185 Oakpoint Road
Oakville ON L6M3N4

Between: Thalitha Bonnet Tenants
Marthinus Bonnet

And

Francis Gerald Bury Landlord

Thalitha Bonnet and Marthinus Bonnet (the 'Tenant') applied for an order determining that Francis Gerald Bury (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 22, 2026. The Tenant, Thalitha Bonnet, the Landlord's Agent and daughter, B. Horvath (BH), and the Landlord's Legal Representative, K. Hawkes, attended the hearing.

The application is amended to reflect the Tenants' additional claim for compensation because the Landlord gave a Notice to End your Tenancy Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit (N12).

Determinations:

1. As explained below, the Tenants proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants, \$4,816.16.
2. The tenancy for the two-bedroom rental unit commenced on August 1, 2023, and the Tenants vacated the unit on November 12, 2024. Although the tenancy agreement was for a three-year term ending July 31, 2026, the parties signed an Agreement to End the Tenancy (N11) with a termination date of November 15, 2024.

Compensation

3. The Tenants requested compensation because the Landlord asked them to vacate the rental unit.
4. The Tenants claimed that the Landlord's real estate agent contacted her agent on September 10, 2024, stating that the Landlord was unwell and there were plans to sell the rental unit. The Tenants understood this communication to mean that they were required to

vacate the rental unit. The Tenants contacted the Landlord's daughter, and over several discussions, asked to vacate the rental unit in June 2025. The Landlord denied asking the Tenants to vacate the unit.

5. A copy of the message from the Landlord's real estate agent indicates that the agent asked whether the Tenants were interested in vacating the rental unit. However, the message does not request that the Tenants vacate the unit, and no other documentary evidence was provided to support the Tenants' assertions. As a result, the Tenants are not entitled to compensation as I am not satisfied that they received a notice of termination from the Landlord.

Last month's Rent Deposit / Excess Rent

6. The lawful monthly rent was \$3,100.00.
7. The Landlord did not dispute the Tenants' claim that they paid two deposits toward the last month's rent, totaling \$6,200.00. The first deposit was applied to the rent for December 2023, and the second deposit is still held by the Landlord.
8. Furthermore, the parties agreed that on or about November 12, 2024, the Landlord cashed the Tenants' prepaid cheque. The Landlord stated that this was done because the Tenants terminated the tenancy earlier than June 2025, as initially requested. As a result, the Landlord applied the last month's rent deposit to the rent for December 2024.
9. Based on all the evidence, I am satisfied that the Landlord did not use the Tenants' rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenants. This is prohibited by the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord also collected rent in excess of the lawful rent and failed to pay interest on the last month's rent deposit.
10. Section 106 (10) of the Act provides 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. As the tenancy ended on November 15, 2024, and the last month's rent deposit was not applied to November 2025, the Landlord must return the full last month's rent deposit of \$3,000.00 to the Tenant.
11. In addition, the tenancy lawfully ended on November 15, 2024, on consent of the parties. Pursuant to section 134 (1.1) (a) (b) of the Act, the Landlord is prohibited from collecting or attempting to collect rent from a former tenant for any period after the tenancy or the tenant's interest in the tenancy has ended and the tenant has vacated the rental unit.
12. Consequently, the Landlord has no basis to retain the rent for the period commencing November 16, 2024, and ending November 30, 2024.
13. The daily rate for the rental unit was \$101.91. As a result, the Landlord must refund \$1,528.65 to the Tenants, representing 15 days of rent calculated at \$101.91 per day.

Interest on the last month's rent deposit

14. Section 106 (6) of the Act states that a landlord of a rental unit shall pay interest to the tenant annually on the amount of the rent deposit at a rate equal to the guideline determined under section 120 that is in effect at the time payment becomes due.
15. The Tenants moved into the rental unit on July 1, 2023, and paid two last month's rent deposit totalling \$6,200.00. In December 2023, one of the deposits was applied to that month's rent, and the Landlord continues to hold the other deposit. The Tenants are therefore entitled to interest of \$139.51 on the last month's rent deposit calculated as:
 - a. \$64.98 - July 1, 2023, to November 30, 2023, and
 - b. \$74.53 - December 1, 2023, to November 15, 2024
16. The Landlord must pay to the Tenants, \$4,816.16 inclusive of \$48.00 for the cost of filing the application.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$4,816.16. This amount represents:
 - \$3,100.00 for the last month's rent deposit.
 - \$1,528.65 for the excess rent collected.
 - \$139.51 for interest on the last month's rent deposit, and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by June 6, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by June 6, 2026, the Landlord will owe interest. This will be simple interest calculated from June 7, 2026, at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 6, 2026
Date Issued

Jitewa Edu
Member, Landlord and Tenant Board

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