



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-011532-26

In the matter of: 134, 207 BELL ST N
OTTAWA ON K1R0B9

Between: Sherley-Ann Belleus Tenant

And

InterRent REIT Landlord

Sherley-Ann Belleus (the 'Tenant') applied for an order determining that InterRent REIT (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 1, 2026.

The Landlord's Legal Representative Julie Best 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. The Landlord did not collect rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act').
3. The Tenant testified that she moved into the rental unit November 1, 2024. She paid a last month rent deposit of \$1954.00. The Tenant testified that she paid the deposit on October 4, 2024, and then paid an additional deposit for parking on October 7, 2024.
4. The Tenant testified that she was overpaying for rent during the tenancy because she wanted to give a bit of margin because the Landlord was paying for the electricity bill on her behalf and this charge would fluctuate every month, so she made sure to overpay each month. Therefore, the Tenant testified that she had a credit of \$1042.42 on her ledger by 2026 and she requested that the credit be paid out to her in February 2026. She testified that the Landlord originally agreed to do so before subsequently refusing and applying a second last months rent charge to her ledger on February 4, 2026.

5. She testified that the Landlord informed her that performed an investigation on their own ledger and alleged that she did not pay rent in March 2025, however she testified that the ledger shows no arrears prior to her requesting the credit be paid out to her.
6. The Ledger relied on by the parties does not appear to reflect a payment by the Tenant for March 2025. The Tenant testified that she did pay the rent for March 2025, and the ledger indicates that she was in a credit position at that time.
7. The Landlord's Legal Representative explained that a last month rent deposit was paid by the Tenant, but no last month rent deposits charge was created to offset the payment of the last months rent which created a credit balance on the Tenant's ledger. Therefore, when the Tenant noticed that her ledger was in a credit the Landlord's staff investigated her request for that credit to be paid out and realised that no offset of the last month rent had been applied to the ledger and subsequently applied to last months rent offset charge to the ledger.
8. She testified that the Tenant had not paid rent in March 2025 and when the offset was applied it removed the credit balance on the Tenant's ledger and created a balance owing. She indicated that the offset was not charged twice. She testified that the Landlord's refund team initially began to process the refund before they looked into the situation and discovered that the last month rent had already been offset.
9. I am not satisfied that the Landlord collected rent in excess of the amount allowed by the Act. When I review the ledger relied on by both parties it is clear that the last month rent deposit was credited to the Tenant's account and was never offset, thereby creating a credit position for the Tenant in the ledger from the start of the tenancy.
10. I also note that the ledger does not indicate a payment for March 2025, and while the Tenant claims to have paid rent this month, no proof of payment was provided at the hearing. It therefore follows that when the last month rent offset was applied in February 2026, the Tenant would be left with a balance owing.
11. Additionally, I can observe only one last month rent offset applied to the ledger with which matches the explanation provided by the Landlord's Legal Representative. I also accept that while the Landlord had initially been prepared to process the Tenant's request for a rebate, when they examined the ledger more closely they discovered the dishpans and subsequently applied the last month rent offset.
12. Therefore, I find that the Landlord did not collect rent in excess of the amount allowed by the Residential Tenancies Act, 2006 (the 'Act').

It is ordered that:

1. The Tenant's Application is dismissed.

May 4, 2026
Date Issued

Reid Jackson
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.