



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-091843-25

In the matter of: B, 1414 FRANCOIS RD
WINDSOR ONT N8Y 4L4

Between: Sherry Campeau Tenant

and

Susan Offler-Jappy
Robert Snare Landlords

Sherry Campeau (the 'Tenant') applied for an order determining that Susan Offler-Jappy and Robert Snare (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on April 27, 2026. Only the Tenant and her representative, Stephani Shill, attended the hearing.

As of 9:34 a.m. the Landlords were not present or represented at the hearing although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

Preliminary issues

1. The Tenant's representative requested for the application to be amended to reflect the fact the rental unit is located in Windsor instead of Chatham. I referred to the tenancy agreement which confirms that the rental property is located in the City of Windsor. Therefore, this amendment would not cause any prejudice to the Landlords because it is correcting a clerical error. I am satisfied to grant the amendment.
2. The Tenant requested that I amend the application to include an additional charge of \$500.00 collected by the Landlords, which I have addressed below.

T1 Application – Last months' rent deposit

3. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay \$652.97.

4. The Tenant testified that she moved out of the rental unit on September 20, 2025 because she discovered black mould in the unit and has never returned to the unit. She confirmed that rent was paid for the period of September 1, 2025 to September 30, 2025. The Tenant explained that she found black mould on September 3, 2025, and the following day she had a mould company verify that it was black mould. The Tenant also informed the Landlord, who had their “handyman” attend at the unit but he would not touch the mould.
5. On September 8, 2025, the Tenant called the City of Windsor. A building bylaw officer (Kiefer) attended the unit and “advised that it was black mould and it was not safe to live in.” The Landlord then told the Tenant to move out.
6. The Tenant testified that all payments made to the Landlords were cash. She stated that she paid (first and the last months’ deposit) $\$1,600.00 \times 2 = \$3,200.00$, and an additional deposit of $\$500.00$, which is a total of $\$3,700.00$ at the commencement of the Tenancy. The Tenant relied on the lease agreement and a handwritten document which states:

*“Received \$2,200.00 cash (first and last) for 1414B from Sherry Campeau
- Susan Offler-Jappy.”*

7. I inquired as to why the lease agreement provides $\$500.00$ instead of $\$1,600.00$ as the last months’ rent deposit. The Tenant replied, “I don’t know.” I also asked the Tenant why she signed the lease agreement confirming $\$500.00$, if she paid $\$1,600.00$ for the last months’ deposit. The Tenant replied, “I don’t know. I’ve never actually signed a full lease agreement like this before, so I assume he knew what he (*Landlord*) was doing.”

Analysis and Findings

8. The Tenant’s application sets out $\$1,600.00$ as the last month’s rent deposit, the details provided does not refer to an additional $\$500.00$ paid to the Landlord. I am not prepared to grant the amendment without notice to the Landlord. Further the Tenant has not proven that an additional $\$500.00$ was collected or retained by the Landlords as a separate amount. I find the Tenant was unable to clearly explain the discrepancy. Therefore, this portion of the Tenant’s claim is dismissed.
9. With respect to the last month’s deposit, while the Tenant confirmed that she paid $\$3,200.00$ for the first and last month, the handwritten receipt relied upon by the Tenant confirms a total payment of $\$2,200.00$ cash, which aligns with the written tenancy agreement mutually signed by the parties on May 17, 2025. The Lease agreement provides $\$500.00$ as the last months’ rent deposit and $\$1,600.00$ is crossed out and initialed by the parties. I find the Tenant’s testimony to be inconsistent with her documentary evidence.
10. Therefore, on a balance of probabilities, I find that the Tenant paid $\$1,600.00$ for the first month, and $\$600.00$ for the last month’s deposit which totals $\$2,200.00$. Although the lease agreement provides $\$500.00$ as the last months’ deposit, the receipt signed by the Landlord takes into account an additional $\$100.00$. Therefore, I am satisfied that the Tenant paid $\$600.00$ as the last months’ rent deposit.
11. I accept the Tenant’s testimony that she moved out of the rental unit on September 20, 2025, after the Landlords informed her to leave. There is no evidence before me that the

Tenant was permitted to return after that date. I also accept the Tenant's testimony that she paid rent for the month of September 2025. Therefore, I am satisfied that the tenancy terminated on September 20, 2025 because there was an implied agreement between the parties to end the tenancy. The Landlord asked the Tenant to vacate, and the Tenant agreed.

12. The Landlords did not use the Tenant's rent deposit to pay for the last rental period of the tenancy which was September 1, 2025 to September 30, 2025 and did not return the deposit to the Tenant. This is prohibited by s. 106(10) the *Residential Tenancies Act, 2006* (the 'Act') which states:

“(10) 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. 2006, c. 17, s. 106 (10).”

8. I also find that the Landlords failed to pay the Tenant interest on the last month's rent deposit, as required by section 106(6) of the Act. Therefore, interest for the period of May 22, 2025 to September 20, 2025 in the amount of \$4.97 is applied to the outstanding balance owed by the Landlord.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$652.97. This amount represents:
 - \$600.00 for the last month's rent deposit;
 - \$4.97 for the interest on the last months' rent deposit; and
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenant the full amount owing by May 11, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by May 11, 2026, the Landlord will owe interest. This will be simple interest calculated from May 12, 2026 at 4.00% annually on the balance outstanding.

May 5, 2026
Date Issued

Adeela Alvez
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.