



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-097764-25

In the matter of: 21 FAIRLIGHT ST
BRAMPTON ON L6Z 3W8

Between: Marland Brevett
Keisha Traceyann Smith Tenants

and

Tashany Davidson Landlord

Marland Brevett and Keisha Traceyann Smith (the 'Tenants') applied for an order determining that Tashany Davidson (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 27, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

1. The Tenants' T1 application did not clearly identify the reason for the claim or remedy sought. At the hearing, the Tenants requested that the application be amended to include the return of the last months' rent deposit. I granted the amendment because the Landlord confirmed that she understood the Tenants' claim or purpose of the application and was prepared to respond at the hearing.

Whether the Landlord collected or retained money illegally

2. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay \$1,972.44.
3. The Tenants moved into the rental unit on October 11, 2024, and paid a last months' rent deposit of \$1,875.00. On or about October 8-9, 2025, the rental unit flooded. The Landlord arranged temporary accommodation for the Tenants for the period of October 8 to 11, 2025. The Tenants remained in the Hotel/Airbnb provided by the Landlord while the repairs were being completed and never resumed occupation of the rental unit.
4. On or about October 19, 2025, the Landlord gave the Tenants an N13 with a termination date of February 28, 2026, requiring vacant possession of the rental unit for repairs.
5. Marland Brevett testified on behalf of the Tenants. He stated that they could not continue living in the Airbnb selected by the Landlord so they requested an alternative

accommodation or the return of their deposit. The Tenants removed their belongings and returned the keys to the Landlord on November 1, 2025. The Landlord also testified that she did not agree to continue providing accommodation beyond October 31, 2025. She stated that the last months' rent deposit was not applied to October 31, 2025 because she had incurred significant expenses for the Hotel and Airbnb accommodation.

Analysis and Findings

6. During the hearing, the parties agreed that the last month of the tenancy was October 31, 2025. Mr. Brevett also confirmed that rent was paid for the month of October 2025, which was not disputed by the Landlord. Therefore, I am satisfied that the tenancy terminated on October 31, 2025, and the Landlord did not use the Tenant's rent deposit to pay for the last rental period of the tenancy which was October 1, 2025 to October 31, 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 "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."
7. A Landlord is not entitled to keep a rent deposit because they believe their tenant caused damage. A Landlord must file an application at the Board claiming compensation for damages and the Board will decide if the Landlord is entitled to compensation after holding a hearing and considering the parties' evidence on that issue.
8. I also find that the Landlord failed to pay the Tenants interest on the last month's rent deposit, as required by section 106(6) of the Act. Therefore, interest for the period of October 11, 2024 to October 31, 2025 in the amount of \$49.44 is applied to the outstanding balance owed by the Landlord.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$1,972.44. This amount represents:
 - \$1,875.00 for the last month's rent deposit;
 - \$49.44 for the interest on the last months' rent deposit; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by May 14, 2026. If the Landlord does not pay the Tenants the full amount owing by May 14, 2026, the Landlord will owe interest. This will be simple interest calculated from May 15, 2026 at 4.00% annually on the balance outstanding.

May 7, 2026
Date Issued

Adeela Alvez
Member, Landlord and Tenants 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.