



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-000622-26

In the matter of: 43 BROADVIEW AVE
MISSISSAUGA ON L5H2S8

Between: Andrea Sampson
Brian Mills
Tenants

And

Amanda Shannon
Landlord

Andrea Sampson and Brian Mills (the 'Tenants') applied for an order determining that Amanda Shannon (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 4, 2026.

Only the Tenants attended the hearing.

As of 9:37 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenants' evidence.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$650.00.
2. The T1 application alleges that the Tenants entered into a tenancy agreement with the Landlord, but the Landlord did not allow the Tenants to move into the rental unit and did not return the Tenants' deposit money.
3. The Tenant Brian Mills testified that he is friends with the Landlord's daughter and first learned that the Landlord had a unit to rent through her.
4. The Tenants stated that they entered into discussions with the Landlord regarding the rental of the unit and provided the Landlord with two e-transfers as a deposit for the rental unit. The first e-transfer was sent on December 2, 2025 in the amount of \$450.00 and the second on December 6, 2025 in the amount of \$200.00. The Tenants produced screen captures of the e-transfers to the Landlord at the hearing.

5. The Tenants further stated that the Landlord advised them that the keys to the unit would be sent to them via courier, but to date they have not received keys for the rental unit and the Landlord has ceased communication with them.
6. The Tenants testified that they have not received their deposit of \$650.00 back from the Landlord.

Analysis

7. Section 107(1) of the *Residential Tenancies Act, 2006* (the 'Act') states:

A landlord shall repay the amount received as a rent deposit in respect of a rental unit if vacant possession of the rental unit is not given to the prospective tenant.

8. Based on the uncontested evidence before me I am satisfied on a balance of probabilities that the Landlord did not give vacant possession to the Tenants and failed to return the Tenants' deposit of \$650.00. This is prohibited by the Act.
9. The Landlord shall be ordered to return the Tenants' deposit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$650.00. This amount represents the deposit paid by the Tenants which was not returned by the Landlord.
2. The Landlord shall pay the Tenants the full amount owing by May 22, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by May 22, 2026, the Landlord will owe interest. This will be simple interest calculated from May 23, 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 11, 2026
Date Issued

Sean Ramage
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.