



Order under Section 135 Residential Tenancies Act, 2006

Citation: Olanipekun v Levy, 2026 ONLTB 36506

Date: 2026-05-08

File Number: LTB-T-109560-25

In the matter of: BASEMENT, 21 MIRAMICHI
BELLEVILLE ON K8N0T3

Between: Ridwan Akolade Olanipekun

Tenant

And

Janiel Francine Levy

Landlord

Ridwan Akolade Olanipekun (the 'Tenant') applied for an order determining that Janiel Francine Levy (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 29, 2026.

The Landlord, the Landlord's Support Person Jermaine Chambers 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.
2. The Tenant entered into a month-to-month tenancy agreement with the Landlord and moved into the rental unit on August 1, 2025. At that time the Tenant provided the Landlord a last month's rent deposit in the amount of \$750.00.
3. The Tenant testified that he started a new job out of town and given the extended daily commute he decided to end the tenancy.
4. On November 11, 2025 the tenant sent a text message to the Landlord which stated:

"I'm letting you know now, that I'm looking to move out in January, when my 60-day advance notice will reach"

5. The parties agree this text constitutes the Tenant's 60 day notice to terminate the tenancy and vacate the rental unit at the end of January, 2026.

6. The Tenant testified that on December 16, 2025 the Landlord's property manager reached out to him to inquire what date the Tenant planned to leave the unit and offered to refund January's rent if the Tenant could vacate by the end of December to accommodate a new tenant looking to move into the unit for January 1, 2026. The Tenant stated that he did not have secure housing available and was not able to vacate the rental unit any earlier, but would advise the Landlord's property manager if something changed.
7. The Landlord's property manager Grace Omokeye testified that any potential refund offered to the Tenant was conditional on the Landlord securing a new tenant to occupy the rental unit and would be based on when occupancy commenced. Additionally she stated that the potential tenant passed on the rental unit after being advised it would not be available for January 1, 2026.
8. The Tenant states that he advised the Landlord on December 24, 2025 that he would be vacating the rental unit early, on December 31, 2025 as he had entered into a new tenancy agreement to commence on January 1, 2026. At this time the Tenant also requested a refund of January's rent pursuant to his earlier conversation with the property manager.
9. The Landlord testified that although she attempted to find a new tenant they were unable to secure a new tenancy to commence January 1, 2026 and as such offered no refund to the Tenant and applied his last month's rent deposit to January as originally discussed with the Tenant.
10. Based on the evidence before me, I prefer the evidence of the Landlord and their property manager to that of the Tenant. I am satisfied on a balance of probabilities that any offer extended to the Tenant for a potential refund of rent was based on three criteria; 1. That the Tenant vacate the rental unit early; 2. That the Landlord was able to secure a new tenancy to commence prior to the Tenants termination date; and 3. Any potential refund would be based on when the new tenancy commenced prior to the original termination date. I am not satisfied on a balance of probabilities that there was an agreement in place to refund the Tenant solely based on the Tenant vacating the rental unit early as suggested by the Tenant.
11. In the circumstances the Landlord did not illegally retain the Tenant's rent deposit, and correctly applied it to January, 2026 the last month of the tenancy, based on the notice to terminate the tenancy received from the Tenant.

It is ordered that:

1. The Tenant's application is dismissed.

May 8, 2026
Date Issued

Sean Ramage
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.