



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-097952-25

In the matter of: 344 BAYSHORE BLVD
HUNTSVILLE ON P1H1Y8

Between: Daniel Richardson Tenant

And

Deb Wolfe Landlord

Daniel Richardson (the 'Tenant') applied for an order determining that Deb Wolfe (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 30, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities.
2. The position of the Tenant is he found the rental unit listed for rent. He attended the rental unit on June 30, 2025 to view the rental unit with Landlord.
3. The parties entered into a tenancy agreement with lawful rent of \$1,700.00 commencing on August 1, 2025 for a fixed term of one year.
4. The Tenant transferred a \$500.00 deposit to the Landlord after viewing the rental unit, \$1,200.00 on July 11, 2025 and a final \$1,700.00 on July 29, 2025. The total amount the Tenant to the Landlord for a first and last month rent deposit was in the amount of \$3,400.00.
5. The Tenant was provided keys to the rental unit and took possession of the vacant rental unit. Upon entering the rental unit the Tenant stated he suffered an panic attack, and had a feeling that he could not live in the rental unit. The Tenant left the keys in the mailbox and did not return.
6. The Tenant stated he attempted to settle with the Landlord and offered to allow the Landlord to keep \$1,700.00 and return \$1,700.00 to him to terminate the tenancy.

7. The Landlord filed evidence with the Board (DOC-7854625) to dispute the Tenant's claims in the application.
8. The Landlord's position is she did not prevent the Tenant from taking possession of the rental unit as the Tenant has indicated in the application.
9. The Landlord stated that the Landlord and the Tenant attended the rental unit on June 29, 2025 for the Tenant to view the rental unit. At that time the rental unit was rented to existing tenants.
10. The Tenant indicated he wished to take the rental unit and the Landlord asked the Tenant for references to perform her due diligence on the Tenant's rental history.
11. The Landlord and Tenant signed a tenancy agreement (DOC-7854644).
12. The Landlord does not dispute she collected a first and last month rent deposit in the total amount of \$3,400.00.
13. The Landlord stated that the Tenant picked up the keys on August 2, 2025 in the early morning to take possession of the rental unit and dropped the keys off to the Landlord on August 4, 2025 later in the evening.
14. The Landlord stated that she offered to return \$1,700.00 to the Tenant if he signed an N11 notice to terminate the tenancy and the Tenant refused.
15. The Landlord submitted evidence (DOC-7854733) of an email exchange dated August 16, 2025, between the Landlord and the Tenant where the Landlord informs the Tenant of his obligation for the fixed term tenancy agreement and she was in the process of looking for new tenants.
16. The Landlord testified that she immediately started the process to look for new tenants on August 6, 2025 on Facebook Marketplace. The Landlord spent the next weeks interviewing approximately 20 potential tenants.
17. On August 23, 2025 the Landlord was able to secure new tenants for the rental unit. The new tenants made a deposit on August 23, 2025 and took possession of the rental unit on September 14, 2025.

Analysis

18. The Tenant filed the application with the Board citing Reason 4 on the application that states:

I entered into a tenancy agreement with the landlord but the landlord did not allow me to move into the rental unit and did not return the money I paid as a deposit.

19. With the totality of the evidence and submissions before me and on a balance of probabilities I find Tenant has not proved the Landlord prevented the Tenant from taking possession of the rental unit.

20. Section 107 of the *Residential Tenancies Act*, 2006 (the “Act”) states:

Rent deposit, prospective tenant

107 (1) 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. 2006, c. 17, s. 107 (1).

21. The Tenant’s own testimony contradicts his claim in the application as the Tenant stated he signed a tenancy agreement, received keys to the rental unit and took possession of the rental unit.

22. Section 107 simply means the Landlord cannot unilaterally decide to cancel the tenancy agreement and keep the last month rent deposit, but there must in fact be a tenancy agreement in place.

23. In this case before me there is no dispute the Landlord and Tenant had entered into a tenancy agreement and the Tenant had taken possession.

24. This also means that the Tenant cannot unilaterally cancel the tenancy agreement unless in accordance with the Act by way of the Landlord and Tenant agreeing to terminate, Board order or a notice of termination.

25. The Landlord stated the Tenant refused to sign the N11 notice to terminate the tenancy, and I find the Landlord credible that she did not agree to terminate the tenancy.

26. Section 16 of the Act states:

When a landlord or a tenant becomes liable to pay any amount as a result of a breach of a tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize the person’s losses. 2006, c. 17, s. 16.

27. This section means the Landlord has a positive duty to mitigate her losses and attempt to find new tenants. Based on the Landlord’s testimony, I am satisfied that the Landlord has met this requirement and was able to find new tenants to take possession on September 14, 2025.

28. Therefore, the Tenant’s obligation to pay rent ended on September 13, 2025.

29. The Tenant paid a first month rent deposit of \$1,700.00 and last month rent deposit of \$1,700.00.

30. I find the Tenant is entitled to the balance of the unused rent from September 14, 2025 to September 30, 2025, calculated as follows:

- Daily compensation calculated as \$1,700.00 (lawful rent) x 12 (months) / 365 (days) = \$55.89.
- September 14, 2025 to September 30, 2025 = 17 days x \$55.89 = \$950.13

31. Therefore the Landlord owes the Tenant \$950.13 from September 14, 2025 to September 30, 2025 for the period after the Landlord secured new tenants for the rental unit.
32. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The total amount the Landlord shall shall pay the Tenant is \$ 998.13. This amount represents:
 - \$950.13 for the unused portion of the last month rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 22, 2026.
3. If the Landlord does not pay the Tenant 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.

May 11, 2026
Date Issued

Greg Brocanier
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.