



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-096643-25

In the matter of: 47, 2418 GLENWOOD SCHOOL DR
BURLINGTON ON L7R3S2

Between: Yanika Mullings-Smith Tenants
Mickiel Smith

And

CAPREIT Limited Partnership Landlord

Yanika Mullings-Smith and Mickiel Smith (the 'Tenants') applied for an order determining that CAPREIT Limited Partnership (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 22, 2026. The Tenants and the Landlord's Legal Representative, G. Quaresma, attended the hearing.

Determinations:

1. The Tenants alleged that the Landlord collected rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act').
2. The issue in this case is whether or not the Landlord by an email dated October 23, 2023, indicated an intention to waive the right to collect the rent for the last month of the tenancy.
3. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
4. The tenancy commenced in November 2023, and by December 1, 2025, the Tenants transferred their tenancy from the rental unit into a different unit.
5. Prior to the start of the tenancy, the Tenants received an email from the Landlord on October 23, 2023, stating '*Please note the rent is \$2975 and currently have a "no last month rent" incentive. The money order for the application which is generally kept as a last month rent will be used as a first month rent if you decide to take this incentive.*'
6. The tenancy agreement dated November 1, 2023, states that '*A rent deposit is not required*' and that the Tenants will pay a rent deposit of \$0.00.
7. The Tenants believed that the "no last month's rent" incentive meant that they were not required to provide a rent deposit to cover the final month of the tenancy. Hence, the Tenants

interpreted that to mean that they were entitled to a rent-free last month in the unit. The Landlord disagreed with the Tenants' assertions.

8. Following discussions about the transfer to the new unit, the Landlord on November 5, 2025, sent an email to the Tenants stating, *'I did a little bit of digging and the last month rent deferral incentive was added after the Lease was created.'*
9. On November 6, 2025, the Landlord sent another email to the Tenants informing them that in order to transfer their tenancy from the rental unit, they were required to pay the rent for November 2025. The Tenants complied with the request and subsequently filed this application seeking a refund of the payment.
10. Based on all the evidence, I find that the Landlord's "no last month rent" incentive was simply an enticement to enable new tenants to both secure a unit, and to save an extra month's rent by only paying for the first month of the tenancy. The payment of a rent deposit for a unit is quite different from the obligation to make the actual payment when it comes due. There is nothing in the October 23, 2023 email that could reasonably be interpreted as an intention by the Landlord to waive their statutory right to collect the rent for the last month when it came due. A waiver of the rent payment is an uncommon practice and had the Landlord intended to do so, it would have been clearly expressed in writing, leaving no room for misunderstanding.
11. In addition, the tenancy agreement simply says that a last month's rent deposit is not required, not that the rent for the last month is waived.
12. As the evidence does not prove that the Landlord waived the right to collect rent for the last month, the Tenants were responsible for that payment. Hence, the Landlord did not collect rent in excess of the amount allowed by the Act.

It is ordered that:

1. The Tenants' application is dismissed.

May 12, 2026
Date Issued

Jitewa Edu
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.