



Order under Section 135 Residential Tenancies Act, 2006

Citation: Landau v Segal, 2026 ONLTB 34427

Date: 2026-05-14

File Number: LTB-T-065848-25

In the matter of: Bsmt, 250 Yonge St
Kingston ON K7M1G5

Between: Rachel Meira Landau Tenant

And

Marty Segal Landlord
Tamara Goren

Rachel Meira Landau (the 'Tenant') applied for an order determining that Marty Segal and Tamara Goren (the 'Landlords') collected or retained money illegally.

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

Only the Tenant attended the hearing.

As of 9:30 AM, the Landlords were 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 Tenant's evidence.

The LTB served the application and the Notice of Hearing on the Landlords by email, as permitted by a member endorsement dated January 5, 2026. I am satisfied the Landlords have notice of the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
2. The Tenant, together with two other tenants, rented the basement of a rental unit. The monthly rent for the three of them was \$2,465.00. The Tenant's portion of the rent was \$765.00 plus \$70.00 for utilities, being a monthly total of \$835.00.
3. The term of the lease was September 1, 2024, to August 29, 2025. However, the tenant vacated the rental unit on March 31, 2025. As explained below, there was an agreement to terminate the tenancy on April 18, 2025.

4. The Landlord collected rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord collected rent for the period of April 19-30, 2025, a period wherein the tenancy had been terminated, and the Tenant was not in possession of the rental unit.
5. The Tenant, together with her two roommates, signed a Form N11, Agreement to End the Tenancy, which she testified the N11 was provided to her by the Landlords, with a termination date of April 18, 2025. Despite the N11 not being signed by the Landlords I find, based on the Tenant's uncontradicted evidence, that the Landlords provided the form N11 to the Tenants with the agreed to termination date of April 18, 2025, and given that all three tenants signed it, the parties agreed to terminate the tenancy on April 18, 2025. It was the Landlord's express wish that the tenancy end on April 18, 2025, which the Tenant agreed to.
6. The Tenant paid rent for March 2025 and April 2025.
7. The Landlord charged the Tenant rent for April 2025, when the tenancy was terminated on April 18, 2025.
8. The Tenant is not obliged to pay rent for April 19-30, 2025. The Landlord illegally collected and retained monies for the period from April 19, 2025, to April 30, 2025, a period of 12 days). As the tenancy ended on April 18, 2025, there was no further rent owed for this period.
9. The excess rent collected is \$329.42 calculated as follows: \$835 monthly rent x 12 /365 equals \$27.45 per diem x 12 days.
10. The Landlords did not use the Tenant's rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenant. This is prohibited by the *Residential Tenancies Act, 2006* (the 'Act').
11. The Landlords' retention of the rent deposit in the amount of \$835.00 is prohibited.
12. Also, the Landlords failed to pay the Tenant interest on the last month's rent deposit, as required by the *Residential Tenancies Act, 2006* (the 'Act').
13. The Act permits a landlord to collect a last month's rent deposit as well as a key deposit.
14. The Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord collected additional utility fees of \$67.06, which amount was paid to the Landlord on March 20, 2025, indicating they were additional utility charges. As the rent includes utilities, the additional charge is not allowed.
15. The Tenant paid the Landlord for parking starting in January 2025, due to her having purchased a car and using a parking spot. The additional fee of \$30.00 per month for parking is not an illegal charge.
16. The Tenant paid a last month's rent deposit of \$835.00 and a \$40.00 key deposit to the Landlords on April 13, 2024. As of the date of the hearing, the Tenant has not received interest on her deposit. The Tenant is entitled to interest on her deposit in the amount noted on the application.

17. The Tenant had an obligation to return the key to the Landlord. The Tenant testified that she left the keys at the rental unit. I find the keys were not returned to the Landlord. Leaving the keys at the unit with her co-tenants without evidence that they were delivered to the Landlord does not satisfy me that the keys were returned to the Landlord. In this circumstance, the Landlord is entitled to retain the key deposit.
18. The Tenant's last month rent was not applied to the last month of her tenancy. The Tenant paid rent for April 2025, and the Landlord has not returned the deposit.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$1,250.61. This amount represents:
 - \$329.42 for excess rent collected.
 - \$67.06 for the illegal charge collected.
 - \$835.00 for the last month's rent deposit.
 - \$19.13 for interest on the last month's rent deposit.
2. The Landlords shall pay the Tenant the full amount owing by May 25, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by May 25, 2026, the Landlords will owe interest. This will be simple interest calculated from May 16, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 14, 2026
Date Issued

Jeanie Theoharis
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.