



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-079519-25

In the matter of: 2 Paterson street
Tiverton ON N2Z1W8

Between: HARVEER SINGH GILL Tenant

And

RODRIGO QUEZADA Landlord

HARVEER SINGH GILL (the 'Tenant') applied for an order determining that RODRIGO QUEZADA (the 'Landlord') collected or retained money illegally.

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

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
2. The Tenant vacated the rental unit on July 9, 2025.
3. Lawful rent is due on the first of each month in the amount of \$1,000.00.
4. The Tenant filed the application with the Board on September 27, 2025.
5. The rental unit is a room in a rooming house with seven other rooms.
6. The Tenant alleges the Landlord did not use the last month rent deposit for the last month of the tenancy.
7. The Tenant filed evidence with the Board and provided copies to the Landlord.
8. The position of the Tenant is the Tenant found the rental unit listing on Facebook Market place. The Tenant reached out to the Landlord and inquired about renting the rental unit short term to see if it met his needs and if he could live with other tenants.
9. The Landlord and Tenant agreed and the Tenant occupied the rental unit from April 27, 2025 to April 29, 2025.

10. The Landlord drafted a tenancy agreement and both the Landlord and the Tenant signed the agreement. The tenancy agreement was to commence on May 1, 2025 on a month-to-month basis.
11. The Tenant informed the Landlord he changed his mind and did not wish to rent the room sometime in late April 2025.
12. After initially informing the Landlord he did not want to rent the room after his short stay, on May 4, 2025 the Tenant informed the Landlord he wished to rent the room and the Landlord and Tenant entered into an oral agreement with similar terms to the written tenancy agreement.
13. The Tenant stated he paid the Landlord a first and last month rent deposit in the amount of \$2,000.00 and an additional \$150.00 for a mini fridge for a total of \$2,150.00.
14. The Tenant moved into the rental unit and paid rent for May 2025 and June 2025 and the last month rent deposit.
15. The Tenant filed evidence with the Board to support the claim he had made the payments to the Landlord, (DOC-6655985) and (DOC-7079615).
16. The Tenant informed the Landlord during a phone conversation that he wished to vacate the rental unit then sent a text on July 3, 2025 that he wished to vacate the rental unit.
17. The Tenant stated he vacated and helped the Landlord find a new tenant for the rental unit as of July 14, 2025.
18. The Tenant claims the Landlord owes the balance of the last month rent deposit since the Landlord had re-rented the rental unit.
19. The Landlord does not dispute he offered the Tenant a two day trial in April 2025 and then agreed to rent the rental unit to the Tenant for May 2025.
20. The Landlord does not dispute he is still holding a last month rent deposit for July 2025.
21. The position of the Landlord is he offered the Tenant to split the last month rent deposit 50 / 50 and retain his portion for the inconvenience of the Tenant taking possession then requesting to terminate the tenancy without providing proper 60 day notice.

Analysis

22. Section 106 of the *Residential Tenancies Act*, 2006 (the "Act") states:

Rent deposit may be required

106 (1) A landlord may require a tenant to pay a rent deposit with respect to a tenancy if the landlord does so on or before entering into the tenancy agreement. 2006, c. 17, s. 106 (1).

23. Section 106(10) of the Act states:

Rent deposit applied to last rent

(10) A landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates. 2006, c. 17, s. 106 (10).

24. Section 88 of the Act states:

New tenancy

(3) Despite subsections (1) and (2), if the landlord enters into a new tenancy agreement with a new tenant with respect to the rental unit, the tenant who abandoned or vacated the rental unit is not liable to pay an amount of arrears of rent that exceeds the lesser of the following amounts:

2. The amount of arrears of rent owing for the period that ends on the date the new tenant is entitled to occupy the rental unit. 2006, c. 17, s. 88 (3).

[emphasis added]

25. Section 16 of the Act requires a landlord to mitigate losses and states:

Minimize losses

16 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.

26. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord did not apply the last month rent deposit to the Tenant's last month of the tenancy.

27. I am satisfied that the Landlord and the Tenant ended the tenancy on an agreement and the Landlord was able to find a new Tenant to re-rent the rental unit on July 14, 2025.

28. In accordance with section 88(3) 2. the Landlord is not entitled to keep the balance of the last month rent deposit for July 2025 after the new tenant took possession.

29. Therefore, I find the Landlord owes the Tenant \$525.92 calculated as follows:

- $\$1,000.00 \text{ (lawful rent)} \times 12 \text{ (months)} / 365 \text{ (days)} = \32.87
- $\$32.87 \times 16 \text{ days (July 25, 2025 to July 31, 2025)} = \525.92

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$573.92. This amount represents:

- \$525.92 for the last month's rent deposit.

- \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 26, 2026.
 3. If the Landlord does not pay the Tenant the full amount owing by May 26, 2026, the Landlord will owe interest. This will be simple interest calculated from May 27, 2026 at 4.00% annually on the balance outstanding.

May 15, 2026
Date Issued

Greg Brocanier
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.