



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-080309-25

In the matter of: 60 ROLLSCOURT PL
LONDON ON N6G1M2

Between: Maitland Jean Tossos Tenant
Benjamin Vandenberg

And

Norbert Mazi Landlord

Maitland Jean Tossos and Benjamin Vandenberg (the 'Tenant') applied for an order determining that Norbert Mazi (the 'Landlord') collected or retained money illegally.

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

One of the Tenants, Benjamin Vandenberg and an agent for the Landlord Luigi Mazi, attended the hearing.

Both the Tenant and the Landlord agent had written authorization to speak on behalf of the absent Tenant and the Landlord.

Preliminary:

The Landlord agent requested adjournment

1. The Landlord agent requested an adjournment to allow the Landlord to file an L10 application for damage the Landlord claims the Tenant caused.
2. The Tenant objected to the request.

Analysis

3. The Landlord's request to adjourn is denied for the following reasons.
4. The Board's Interpretation Guideline 1 Adjourning and Rescheduling Hearings provides guidance on requests by parties to reschedule hearings.

The General Approach of the Board states:

Section 183 of the RTA directs the Board to "adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and to be heard on the matter."

The party seeking the hearing's rescheduling should submit a written request to the Board at least five business days before the schedule hearing, preferably in the form provided by the Board. The written request must include:

- ***confirmation that the other party or parties have agreed to the rescheduling;***

[emphasis added]

4. The Board does not generally grant adjournments to allow a respondent to file their own application and combine applications unless the Board is satisfied the requestor has provided exceptional circumstances as to why the application had not been filed prior to making the request at the hearing.
5. In my view, in the case before me the Landlord agent did not provide circumstances that rise to the level of "exceptional". It appears that the Landlord agent is requesting the adjournment to file a response application to the Tenant's claims.
6. The Tenant vacated the rental unit on August 9, 2025 and should the Landlord wish to file their own application for damage the Landlord is still within the one year limitation period for the Landlord to file in accordance with the *Residential Tenancies Act*, 2006 (the "Act") section 89(1.1)(b).
7. The Landlord agent's request to adjourn to allow the Landlord to file an L10 damage application is denied.

Determinations:

8. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
9. The tenancy commenced on July 1, 2023 for a fixed term of one year. The tenancy was month to month at the time the Tenant vacated on August 9, 2025.
10. The Landlord and Tenant signed a tenancy agreement commencing on July 1, 2023 for a fixed term of one year.
11. The position of the Tenant is they paid first and last month rent deposit by e-transfer on May 19, 2023.
12. At the time the Tenant vacated the rental unit the tenancy was month to month.
13. The Tenant filed the application with the Board on September 24, 2025.

14. The Tenant alleges the Landlord did not use the last month rent deposit for the Tenant's last month of the tenancy and did not apply interest owed on the last month rent deposit.
15. The position of the Tenant is the Tenant provided 60 day notice to terminate the tenancy by email on July 29, 2025 to terminate the tenancy on September 30, 2025 (DOC-6468146).
16. The Landlord replied on July 30, 2025 informing the Tenant he would attempt to locate new tenants and would refund the month of September 2025 if he found new tenants for September 1, 2025.
17. The Tenant stated that although they vacated the rental unit early and acknowledge the termination date was for September 30, 2025 they discovered the Landlord re-rented the rental unit on September 1, 2025.
18. The Tenant stated he was in communication with another Tenant in the rental unit who confirmed new tenants taking possession on September 1, 2025.
19. The Tenant filed evidence of a text communication between the Tenant and one of the tenants named Matt still residing in the residential complex (DOC-6468216).
20. The text states "...someone moved in yesterday."
21. The Tenant stated the Landlord returned a portion of the last month rent deposit in the amount of \$490.48 paid on September 24, 2025, but the Landlord kept the balance claiming he was keeping the remainder due to damage in the rental unit.
22. The Tenant is seeking the balance of the last month rent deposit in the amount of \$593.22, plus interest owing on the last month rent deposit in the amount of \$58.70.
23. The Landlord agent does not dispute the Landlord is holding a portion of the last month rent deposit for damage compensation the Landlord claims was caused by the Tenant and the Landlord has not paid the interest owed on the last month rent deposit.
24. The Landlord agent filed evidence with the Board (DOC-7617787) of an email from the Landlord to the Tenant informing them that when he took possession of the rental unit the Landlord discovered damage to the rental unit. The Landlord informs the Tenant he was holding a portion of the last month rent deposit as compensation for the damage.

Analysis

25. 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:

1. The amount of arrears of rent determined under subsection (1) or (2).

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]

26. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord owes the Tenant the balance of the last month rent deposit the Landlord is still holding in the amount of \$593.22. This amount is owed to the Tenant in accordance with section 88(3) 2., since the Landlord re-rented the rental unit on September 1, 2025 and the Tenant's obligation to pay rent ended on August 31, 2025.
27. The Landlord claims he is holding the balance for compensation of damage he claims was caused by the Tenant however the Landlord is not allowed to do that.
28. The Board's L10 application allows landlords to file applications against former tenants for damage caused by the former tenants and it is up to the Board to determine any remedy the Landlord may be seeking and the Landlord cannot self-remedy.
29. I also find the Landlord has not his obligation to pay interest on the last month rent deposit in the amount of \$58.70 as calculated by the Board.
30. Therefore, the total the Landlord owes the Tenant is \$651.92.
31. The Tenant incurred costs of filing the application with the Board in the amount of \$48.00 and the Tenant is entitled to those costs.
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 pay the Tenant is \$699.92. This amount represents:
 - \$593.22 for the last month's rent deposit.
 - \$58.70 for interest on 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.