



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-084461-25

In the matter of: 410 OAKWOOD AVE
YORK ON M6E2W3

Between: Saffron Murray Tenant

And

Silverio Ferrari Landlord

Saffron Murray (the 'Tenant') applied for an order determining that Silverio Ferrari (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 2, 2026.

Only the Tenant attended the hearing.

As of 9:24 a.m., the Landlord was 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.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant the sum of \$748.00.
2. The Tenant moved into the rental unit on July 6, 2024 in a fixed term tenancy ending December 31, 2024, and remained in the rental unit on a month to month basis until vacating the rental unit on October 31, 2025.
3. The Tenant testified that at the time of entering into the tenancy agreement he provided a last month's rent deposit in the amount of \$850.00 to the Landlord, but the amount of the deposit was later reduced pursuant to an agreement to \$700.00.
4. The Tenant further testified that he had discussed vacating the rental unit with the Landlord in August 2025 and told the Landlord that he would provide him with an N9 Notice of Termination.

5. On September 1, 2025 the Tenant served an N9 Tenant's Notice to End Tenancy ('N9 Notice') on the Landlord by leaving a copy on the Landlord's desk of the Landlord at his business downstairs as well as placing a copy in the mailbox at the Landlord's business. The N9 Notice contained a termination date of October 31, 2025.
6. The Tenant indicated that the main floor of 410 Oakwood Avenue is the Landlord's business address and was the address where the Landlord had advised the Tenant to send documents relating to the tenancy.
7. The Tenant further testified that he paid the Landlord rent for October on September 26, 2025. A screen capture of an e-transfer confirming the payment was produced at the hearing of this matter.
8. The Tenant states that he requested the return of his last month's rent deposit from the Landlord, and that the Landlord had initially agreed to return the deposit, but later came up with excuses not to. As of the date of the hearing the Tenant testified that the last month's rent deposit has not been returned.

Analysis

9. Section 47 of the *Residential Tenancies Act, 2006* (the 'Act') states:

A tenant may terminate a tenancy at the end of a period of the tenancy or at the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with section 44.

10. Section 44(2) of the Act relating to a month to month tenancy sets out the notice requirement stating:

A notice under section 47, 58 or 144 to terminate a monthly tenancy shall be given at least 60 days before the date the termination is specified to be effective and that date shall be on the last day of a rental period.

11. Based on the uncontested evidence before me I am satisfied on a balance of probabilities that the Tenant provided 60 days notice to the Landlord before the date of termination in the N9 Notice.
12. The Tenant's N9 Notice was served on the landlord in accordance with section 191(1) (d) of the Act by leaving It in the mailbox where mail is ordinarily delivered to the person, and that the tenancy lawfully terminated on October 31, 2025.
13. Pursuant to section 106(10) the last month's rent deposit must be applied to the rent due for the last month of the tenancy.
14. Since the Tenant paid rent of \$700.00 for the month of October 2025 to the Landlord. The Landlord did not use the Tenant's rent deposit to pay for the last rental period of the tenancy and based on the uncontested evidence before me did not return the deposit to the Tenant. This is prohibited by the Act.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$748.00. This amount represents:
 - \$700.00 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 30, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 30, 2026, the Landlord will owe interest. This will be simple interest calculated from May 31, 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 19, 2026
Date Issued

Sean Ramage
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.