



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-004267-26

In the matter of: B304, 5240 DUNDAS ST
BURLINGTON ON L7L 0J6

Between: Mohammed Marouf Tenant

and

Lucia Molle Landlords
Joel Florecki

Mohammed Marouf (the 'Tenant') applied for an order determining that Lucia Molle and Joel Florecki (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on May 14, 2026.

The Landlords 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. Therefore, the Landlords must pay \$1,907.55.

Whether the Landlords collected or retained money illegally

2. The tenancy began on January 1, 2019, and the initial one-year term ended on January 1, 2020. On December 12, 2025, the parties mutually signed an Agreement to End the Tenancy ('N11') with a termination date of December 31, 2025.
3. It is undisputed that the tenancy terminated on December 31, 2025, in accordance with the N11 agreement. It is also undisputed that the last months' rent deposit of \$1,650.00 was not applied to the rent owing for the month of December 2025 and no interest has been paid on the deposit. In addition, the Tenant paid rent of \$1,650.00 for the month of December 2025.

Analysis and Findings

4. Based on the evidence before me, I find the tenancy was lawfully terminated on December 31, 2025, as a result of the parties' agreement in accordance with s. 37(3) of the

Residential Tenancies Act, 2006 (the 'Act') and the Tenant vacated by December 31, 2025. The Landlords did not use the Tenant's rent deposit to pay for the last rental period of the tenancy, which in this case was the December 2025, and did not return the deposit to the Tenants. This is prohibited by s. 106(10) the *Residential Tenancies Act, 2006* (the 'Act'), which states:

“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.”

5. The Landlord submitted that they should be entitled to keep the rent deposit because they believe the Tenant caused damage. Under the Act a Landlord is not entitled to keep a rent deposit because they believe their Tenant caused damage. A Landlord must file an application at the Board claiming compensation for damages and the Board will decide if the Landlord is entitled to compensation after holding a hearing and considering the parties' evidence on that issue.
6. I also find that the Landlords failed to pay the Tenant interest on the last month's rent deposit, as required by section 106(6) of the Act. Therefore, interest for the period of January 1, 2019 to December 31, 2025, in the amount of \$209.55 is also owing by the Landlord.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$1,907.55. This amount represents:
 - \$1,650.00 for the last month's rent deposit;
 - \$209.55 for the interest on the last months; rent deposit; and
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenant the full amount owing by June 1, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by June 1, 2026, the Landlords will owe interest. This will be simple interest calculated from June 2, 2026 at 4.00% annually on the balance outstanding.

May 21, 2026
Date Issued

Adeela Alvez
Member, Landlords 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.