



Order under Section 135 Residential Tenancies Act, 2006

Citation: Mateo v Yilmaz, 2026 ONLTB 40390

Date: 2026-05-25

File Number: LTB-T-007952-26

In the matter of: 339 Elm road, Basement
stouffville ON L4A1E6

Between: Evelyn Mateo Tenants
Gordon Mitchell

And

Ayse Yilmaz Landlord

Evelyn Mateo (the 'Tenant') applied for an order determining that Ayse Yilmaz (the 'Landlord') collected or retained money illegally.

At the hearing, the Tenant said that her husband, G. Mitchell, was a co-Tenant, so he was accordingly added as a named Tenant party.

This application was heard by videoconference on May 20, 2026.

Only the Tenant, E. Mateo, attended the hearing.

As of 9:50 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 Tenants proved the allegations contained in the application on a balance of probabilities.
2. The Tenants were evicted as a result of order LTB-L-092688-24, which was an application for Landlord's own use of the rental unit.
3. In the order LTB-L-092688-24 issued on April 17, 2025, the adjudicator found for the Landlord and the Tenants were ordered to vacate the rental unit by July 31, 2025. The order also stated that the Landlord owed the Tenants \$1,320.77, which was the amount of the last month's rent deposit plus the interest owed on the last month's rent deposit.

4. The Tenant, E. Mateo (EM) said that the Landlord moved into their unit early because the upstairs tenants vacated, and then the Landlord proceeded to threaten the Tenants to move out earlier than July 31, 2025. EM said that these threats were all verbal.
5. EM submitted into evidence a series of texts between the Tenants and the Landlord from the end of May 2025, that demonstrate, on a balance of probabilities, that the Tenants moved out early by May 31, 2025, and also that they asked the Landlord to refund their last month's rent deposit plus interest. EM said that the Tenants had already paid the rent for May 2025.
6. EM said that when the Tenants vacated, and when they requested the money from the Landlord, that the Landlord shut the door in their face. EM said that they called the police and made a report about this incident. She did not have the report, but she said that the incident number is #25176206.
7. I find, on the uncontested evidence of EM, that the Landlord did not use the Tenants' 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'). The Landlord had an eviction order permitting them to apply the last month's rent deposit to the rent for July 2025. EM's evidence is that the Landlord harassed them to leave early, after they had paid the rent for May 2025, and the Landlord refused to reimburse them their last month's rent deposit.
8. Additionally, the Landlord failed to pay the Tenants interest on the last month's rent deposit, as required by the *Residential Tenancies Act, 2006* (the 'Act').
9. Consequently, the Landlord will be ordered to pay the Tenants their \$1,200.00 last month's rent deposit, plus the \$120.77 interest owed on the last month's rent deposit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$1,368.77. This amount represents:
 - \$1,200.00 for the last month's rent deposit.
 - \$127.77 for interest on the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by June 5, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by June 5, 2026, the Landlord will owe interest. This will be simple interest calculated from June 6, 2026 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 25, 2026
Date Issued

Nancy Morris
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.