



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-058099-25

In the matter of: 120 CLARKSON CRES
KANATA ON K2L3E2

Between: Jennifer Nickerson Tenants
Budd Nickerson

And

Yue Liu Landlord

Jennifer Nickerson and Budd Nickerson (the 'Tenants') applied for an order determining that Yue Liu (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 23, 2026. The Landlord and the Tenant, Jennifer Nickerson, attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$1,135.90, inclusive of the application filing fee.
2. The Tenants paid the Landlord a last month's rent deposit of \$2,200.00 on August 7, 2023.
3. The Tenants vacated the rental unit on June 15, 2025.
4. The monthly rent for the rental unit was \$2,255.00 and was due on the 1st of the month.
5. On June 4, 2025, the Tenants paid the Landlord \$1,000.00 towards the June 2025 rent.
6. Also on June 4, 2025, the Tenants provided notice that they wished to vacate the rental unit effective July 1, 2025.
7. After some additional negotiation, on June 12, 2025 the Landlord reimbursed the Tenants the \$1,000.00 they had paid on June 4, 2025, in return for an agreement that the Tenants vacate the unit as of June 15, 2025.
8. Therefore, effectively, no rent was paid for the rental unit for the June 2025 rental period.
9. The Tenants are asking for a reimbursement of \$1,127.50 of their \$2,200.00 rent deposit (50% of their current monthly rent of \$2,255.00).

10. The Landlord argued that any amounts owing to the Tenants should be set off against amounts allegedly owed by the Tenants for out-of-pocket costs incurred by the Landlord, specifically relating to garbage removal. As of the hearing date, there was no order or judgment in the Landlord's favor for any out-of-pocket costs owed by the Tenants. There is no provision of the Act that would allow a landlord to raise their own issues relative to money they believe they are owed in response to either a T1 application. If the Landlord wants to recover money they believe they are owed through an LTB order, they must pursue their own application.
11. It was undisputed that the Tenants and the Landlord agreed to terminate the tenancy on June 15, 2025. This agreement was communicated by text messages, entered into evidence by the Landlord, and I find that these messages amounted to an agreement to end the tenancy in accordance with ss. 37(3) and s. 202 of the *Residential Tenancies Act, 2006* (the 'Act').
12. The per diem rent for this rental unit is calculated as $\$2,255.00 \times 12 \text{ months} / 365 \text{ days} = \$74.14/\text{day}$.
13. The Tenants were required to pay for their occupation of the rental unit for the period June 1-15, 2025, which translates to $15 \text{ days} \times \$74.14/\text{day} = \$1,112.10$. This amount is deducted from the $\$2,200.00$ rent deposit held by the Landlord, leaving $\$1,087.90$ owing to the Tenants for the balance of their rent deposit.
14. The Tenants incurred costs of $\$48.00$ to file this application and are entitled to recover this amount.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is $\$1,135.90$. This amount represents:
 - $\$1,087.90$ for 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 2, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by June 2, 2026, the Landlord will owe interest. This will be simple interest calculated from June 3, 2026 at 4.00% annually on the balance outstanding.

May 22, 2026
Date Issued

Curtis Smith
Member, Landlord 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.