



Order under Section 135 Residential Tenancies Act, 2006

Citation: Meloche v Harrington, 2026 ONLTB 40640

Date: 2026-05-25

File Number: LTB-T-007901-26

In the matter of: 304 LINWELL RD
ST CATHARINES ON L2N1S8

Between: Jordyn Meloche Tenant

And

Monique Harrington Landlord

Jordyn Meloche (the 'Tenant') applied for an order determining that Monique Harrington (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 13, 2026. The Tenant and the Landlord attended the hearing.

Determinations:

Preliminary issue:

1. The Tenant requests to remove Bill Warkentin as a Tenant. She states he did stay over at the rental unit but was not on the lease agreement and rented his own room at the residential complex for which he paid rent to the Landlord.
2. The Landlord states that she had oral lease agreement with the Tenant and her two children for which the Tenant paid \$1,400.00 per month and the lease commenced January 9, 2025. The Landlord states the Tenant had access to a separate kitchen and bathroom. The Landlord states because Bill Warkentin paid the Landlord rent for renting a separate room but stayed at the rental unit, he should be named as a tenant.
3. I stated at the hearing that Bill Warkentin is not a tenant with respect to this application. The Landlord states she had an oral agreement to rent the rental unit to the Tenant. This agreement did not include Bill Warkentin. The Landlord states that he rented a separate room from the Landlord. The application is amended to remove Bill Warkentin as a tenant from the application.

4. As explained below, the Tenant proved the allegation contained in the application relating to the rent deposit not being applied to the last month of the tenancy. The amount the tenant is entitled to is \$928.29 and not \$1,400.00 as claimed in the application. The Tenant is also entitled to the application filing fee in the amount of \$48.00. Therefore, the Landlord must pay to the Tenant, the amount of \$976.29.

Rent deposit not applied to last month of tenancy

5. The Landlord did not use the Tenant's 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').
6. The Tenant produced a copy of a rental agreement dated December 31, 2024 which notes the rental unit is \$1,400.00 and the unit is available for occupancy commencing January 1, 2025. The rental agreement further notes \$1,400.00 is required for the last month's rent deposit prior to the move in date and that payment for the last month's rent will be credited toward the final month of the tenancy.
7. It is undisputed that the Tenant states she paid \$1,000.00 to the Landlord on January 9, 2025 and \$767.00 on January 11, 2025 which is \$1,767.00. The Tenant stated the total amount required by the Landlord is \$2,348.38 which represents the last month's rent deposit and the pro-rated amount for January 2025 because the Tenant states she moved in on January 9, 2025. The Tenant states that she short-paid the Landlord \$581.38. The Tenant states she paid the Landlord an additional \$200.00 total in April/May 2025 towards the balance owing from when she moved in which is undisputed by the Landlord. It is undisputed that the Tenant paid a total of \$1,967.00 towards the first and last month's rent.
8. The Landlord states the Tenant had some items which she moved into the rental unit at Christmas of 2024 which the Tenant does not dispute. The Landlord states the pro-rated monthly rent from January 9, 2025 to January 31, 2025 is 23 days and is \$1,038.68 plus the last month's rent deposit of \$1,400.00. The amounts total \$2,438.68.
9. It is undisputed that the Tenant paid \$1,400.00 towards the lawful monthly rent for September 2025 which was the last month of the tenancy as the Tenant vacated September 30, 2025 which the Landlord did not dispute.

Analysis

10. Subsection 106(10) of the Act requires that the amount collected by a landlord for a last month's rent deposit must be applied to the last month of the tenancy. I find the Landlord owes the Tenant \$928.29 which is the amount the Landlord collected from the Tenant towards the rent deposit which was not applied to the last month of the tenancy.
11. I find the tenancy commenced on January 9, 2025. While the Tenant moved some items in December 2024, the rental agreement produced for the hearing supports the rental unit was available to rent January 1, 2025. It is undisputed that the Tenant paid a total of \$1,767.00 on January 9, 2025 and January 11, 2025 plus an additional \$200.00 was paid in April/May 2025 towards the January 2025 rent and last month's rent deposit. Based on

the testimony provided by both parties at the hearing, the parties agreed to a pro-rated amount for January 2025 rent from January 9, 2025 - January 31, 2025 which is \$1,038.71 (\$1,400.00 divided by 31 days x 23 days). It is undisputed that last month's rent deposit is \$1,400.00. Therefore, the total amount the Tenant was required to pay to the Landlord is \$2,438.71 (\$1,038.71 pro-rated January 2025 rent + \$1,400.00 last month's rent deposit) when the Tenant moved in.

12. It is undisputed that the Tenant paid a total of \$1,967.00 towards the January 2025 rent and the last month's rent deposit and the Tenant paid the lawful monthly rent of \$1,400.00 in September 2025 which was the last month of the tenancy.
13. As the Tenant only paid \$1,967.00 towards the January 2025 pro-rated rent and the last month's rent deposit which is less than the required amount of \$2,438.71, the Tenant has short-paid the last month's rent deposit \$471.71 when she paid money to the Landlord towards these amounts.
14. While The Tenant paid \$1,400.00 rent in September 2025, the Tenant would not be entitled to reimbursement for this full amount because the Tenant did not pay the full \$1,400.00 to the Landlord for the last month's rent deposit, the Tenant short-paid the Landlord \$471.71 towards this amount. Therefore, the Landlord owes the Tenant the difference which is \$928.29 which represents the amount the Tenant paid towards the last month's rent deposit.
15. The Landlord stated at the end of the hearing that she is not a Landlord. The Landlord states that she is the owner of the residential complex where the rental unit is located and that she collected rent from the Tenant.
16. Section 2(1) of the Act states:
 "landlord" includes,
 - (a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,
 - (b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a), and
 - (c) a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent.
17. I find the Landlord meets the definition of a Landlord because she is the owner of the property where the rental unit is located and she accepted payment for rent in exchange for the Tenant living in the rental unit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$976.29. This amount represents:
 - \$928.29 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 June 25, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 25, 2026, the Landlord will owe interest. This will be simple interest calculated from June 26, 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 25, 2026
Date Issued

Kimberly Parish
Vice Chair, 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.