



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-009108-26

In the matter of: 102, 15 MAKI AVE
Greater Sudbury ON P3E2P3

Between: Marieta Van der Vyver Tenant

And

Rush Property Management Landlord

Marieta Van der Vyver (the 'Tenant') applied for an order determining that Rush Property Management (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 21, 2026.

The Landlord's agent, Tammy Racine, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord shall pay the Tenant the interest owed on the last month rent deposit, as well as the cost of filing the application.

Rent deposit not applied to last month of tenancy

2. The parties agreed that on or about November 1, 2024, the Tenant paid a last month rent deposit in the amount of \$3,000.00. The parties further agreed that the Tenant provided a formal notice to vacate the rental unit on October 1, 2025, but vacated on November 2, 2025.
3. The Tenant testified that she did not provide the Landlord with a formal 60 day notice, but said that the Landlord did not take appropriate steps at mitigating their losses.
4. The Landlord's agent testified that the Landlord listed the rental unit for rent and had at least five showings for the rental unit, but were unable to find a new tenant for the month of November 2025, but they found a new tenant to take possession as of December 3, 2025.
5. The Tenant testified that the Landlord only wanted physicians to rent the unit, which is why they did not find anyone until December 2025. The Landlord's agent testified that the rental

unit is located in a small town, Sudbury, and they have a criteria for tenants looking to sign a tenancy agreement with the Landlord.

6. Section 44(2) of the *Residential Tenancies Act*, 2006 (the 'Act'), states:

Period of notice, monthly tenancy

(2) 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.** 2006, c. 17, s. 44 (2).

[Emphasis Added]

7. Although the onus is on the Landlord to mitigate their losses, in this situation, I am satisfied that the Landlord attempted to mitigate their losses by listing the rental unit for lease immediately after receiving the Tenant's notice to vacate on October 1, 2025. The parties agreed that as early as October 14, 2025, there was a prospective tenant that attended the rental unit and then again on November 28, 2025, when the Landlord actually secured the prospective tenant for a tenancy start date of December 3, 2025. Therefore, I find the Landlord did not illegally retain the Tenant's rent deposit.

Interest on rent deposit owing

8. The parties agreed that the Landlord owes the Tenant \$75.00 for interest owed on the last month rent deposit.
9. Therefore, as both parties have consented to this amount, I find the Landlord failed to pay the Tenant interest on the last month's rent deposit, as required by the *Act*.
10. The Landlord shall pay the Tenant \$75.00 for interest owed on the rent deposit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$123.00. This amount represents:
 - \$75.00 for interest on 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 8, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 8, 2026, the Landlord will owe interest. This will be simple interest calculated from June 9, 2026 at 4.00% annually on the balance outstanding.

May 28, 2026
Date Issued

Vishal Nanda
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.