



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

**Citation:** Mya v GORUK Investments Limited, 2026 ONLTB 41044

**Date:** 2026-05-26

**File Number:** LTB-T-069804-25

**In the matter of:** 15, 75 Queen St S  
Hamilton ON L8P3R6

**Between:** Fayrosa Mya Tenant

**And**

GORUK Investments Limited Landlord

Fayrosa Mya (the 'Tenant') applied for an order determining that LYNN GORUK (the 'Landlord') collected or retained money illegally.

At the hearing, L. Goruk informed the Board that the properly named Landlord is Goruk Investments Limited. The application was accordingly amended.

This application was heard by videoconference on March 16, 2026.

The Landlord and the Tenant attended the hearing.

### **Determinations:**

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenant alleged that the Landlord did not use the Tenant's rent deposit to pay for the last rental period of the tenancy and she refused to return the rent deposit to the Tenant.
3. The undisputed facts are that the Tenant paid a last month's rent deposit when she moved into the rental unit. In June 2025, the Tenant provided a 60 day notice to the Landlord, that she was going to leave the rental unit by September 1, 2025. Although the proposed termination date was not the last day of a rental period, the Landlord accepted the Tenant's notice. The Tenant vacated the rental unit early, on August 1, 2025. The Tenant last paid monthly rent in July 2025. The Tenant was aware that, given the date she had provided notice, she was responsible for the rent for the month of August 2025. She intended her last month's rent deposit to apply to rent for the month of August 2025.

4. The Tenant alleged that a new tenant moved into the rental unit in August 2025, therefore the Landlord should have returned the Tenant's last month's rent deposit which was applied to the August 2025 rent, because the Landlord is not permitted to receive double rent for the same month. She said that a neighbour told her, on August 5, 2025, that someone had moved into the rental unit. Consequently, the Tenant said that she wrote to the Landlord to request reimbursement of her last month's rent deposit which was being applied to the August 2025 rent. The Landlord refused.
5. The Landlord said that no one was living in the rental unit in August 2025, and she did not receive any rent for the rental unit in that month. The Landlord said that she ultimately rented the unit to M. Giddon (MG), who was already a tenant. She said that he was seeking a bigger unit, and he was aware of the availability of the rental unit. The Landlord said that MG did not commence the new tenancy in the rental unit until September 2025. She submitted into evidence the new lease with MG, commencing on September 1, 2025.
6. I find that the Landlord mitigated her loss, pursuant to section 16 of the *Residential Tenancies Act, 2006* (the 'Act'), by renting out the rental unit to a new tenant commencing September 1, 2025. That was the first day the Landlord could have realistically rented out the unit to any one after the departure of the Tenant. The Tenant had given notice that she was leaving August 31, 2025, and that was, in fact, the first date for which the Tenant could have provided proper lawful notice, pursuant to subsection 44(2) of the Act, considering that she served the notice on the Landlord in June 2025. Consequently, the Tenant was responsible for the rent to August 31, 2025, and her last month's rent was lawfully applied to the rent for August 2025. As it happens, the Tenant left early, on August 1, 2025. It is unreasonable to expect that the Landlord could have rented out the unit earlier than September 1, 2025, when the Tenant vacated the rental unit on the first of August. It is undisputed that the Landlord did, in fact, rent out the unit to a new tenant as of September 1, 2025.
7. Based on the evidence outlined above, the Landlord did not retain any of the Tenant's money illegally.

**It is ordered that:**

1. The Tenant's application is dismissed.

**May 26, 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.