



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

File Number: LTB-T-012110-26

In the matter of: 23, 1673 ALBION RD
ETOBICOKE ON M9V1B7

Between: Paul Ikeodu Akhidenor Tenant

And

Bolanle Oluremi Adepitan Landlord

Paul Ikeodu Akhidenor (the 'Tenant') applied for an order determining that Bolanle Oluremi Adepitan (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 26, 2026.

The Landlord Bolanle Oluremi Adepitan and the Tenant Paul Ikeodu Akhidenor attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must return a portion of the rent retained that exceeds the Landlord's actual, mitigated rental loss.
2. The parties agree that the tenancy was to commence on November 1, 2025, and that on October 31, 2025, the Tenant advised the Landlord they would not be moving into the rental unit.
3. The Tenant paid \$2,200.00 to the Landlord, representing first and last month's rent at a lawful monthly rent of \$1,100.00.
4. The Landlord did not return any portion of the funds to the Tenant.
5. The Landlord testified, and the Tenant did not dispute, that the Landlord listed the unit for rent on November 4, 2025, and secured a new tenant who commenced a tenancy on December 6, 2025.

6. I find that the Landlord acted reasonably to mitigate their losses in accordance with section 16 of the Residential Tenancies Act, 2006 (the "Act") by promptly advertising the unit and re-renting it within a reasonable period.
7. Where a tenant elects not to take possession of a rental unit, the landlord is not automatically entitled to retain all prepaid rent. The landlord may retain only the rent actually lost during the period required to re-rent the unit, provided reasonable mitigation efforts are demonstrated.
8. In this case, the Landlord incurred rental loss from November 1, 2025 to December 5, 2025. However, once the new tenancy began on December 6, 2025, the Landlord was no longer incurring loss attributable to the Tenant.
9. Accordingly, I find that the Landlord was entitled to retain rent for November 2025 and the period from December 1 to December 5, 2025, but was not entitled to retain rent for the period from December 6 to December 31, 2025.
10. The portion of December rent from December 6 to December 31, 2025, represents 26 days, which amounts to \$922.58 ($\$1,100 \div 31 \times 26$).
11. I therefore find that the Landlord has retained \$922.58 without lawful entitlement, and that amount must be returned to the Tenant.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$970.58. This amount represents:
 - \$922.58 for rent unlawfully retained
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 9, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 9, 2026, the Landlord will owe interest. This will be simple interest calculated from June 10, 2026 at 4.00% annually on the balance outstanding.

May 29, 2026
Date Issued

Kyle Anderson
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.