



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-074297-25

In the matter of: 729 MACLEAN DRIVE
TIMMINS ON P4N7W6

Between: Lorraine Margaret Drost Tenant

And

Andrew Vincent Landlord

Lorraine Margaret Drost (the 'Tenant') applied for an order determining that Andrew Vincent (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 24, 2026.

Only the Tenant attended the hearing.

As of 9:30 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

Amending the application

1. At the hearing the Tenant confirmed that correct address of the rental unit is 729 Maclean Drive, Timmins ON P4N7W6, and not 729-729 Maclean Drive Timmins ON P4N7W6.
2. I do not find any prejudice in amending application to correctly identify the address of the rental unit as the Landlord was properly served a Notice of Hearing and did not attend the hearing to provide submissions on the proper address of the rental unit or the amendment.
3. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant the amount of \$2,000.00, representing the return of the last month's rent deposit.
4. The tenancy commenced on February 1, 2025, and terminated on February 28, 2025, pursuant to an agreement between the Landlord and the Tenant. The termination of the tenancy is further supported by Board order LTB-T-021078-25.

5. The Tenant testified that prior to the commencement of the tenancy, she paid the Landlord a total of \$4,000.00. The Tenant's evidence was that this amount consisted of first month's rent and last month's rent. The Tenant submitted documentary evidence showing that two e-transfers in the amount of \$2,000.00 each were auto-deposited to the Landlord's bank account on January 10, 2025, and January 24, 2025.
6. 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'). Based on the uncontested evidence before me, I find that the Tenant paid both the first month's rent and a last month's rent deposit in the amount of \$2,000.00. I further find that the tenancy lasted for a single month only, from February 1, 2025, to February 28, 2025. As the Tenant paid rent for February 2025 separately as first month's rent, the Landlord did not apply the last month's rent deposit to any rental period during the tenancy. There is also no evidence before me that the Landlord returned the deposit to the Tenant following termination of the tenancy. Accordingly, I find that the Landlord continues to hold the Tenant's last month's rent deposit and that the amount must be returned to the Tenant.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,048.00. This amount represents:
 - \$2,000.00 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 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.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 28, 2026
Date Issued

Christina Philp
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.