



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-095738-25

In the matter of: 7, 198 lavergne street
ottawa ON K1L5E5

Between: GIRESS KENNE TSASSE Tenant

And

6201938 Canada Limited Landlord

GIRESS KENNE TSASSE (the 'Tenant') applied for an order determining that 6201938 Canada Limited (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 22, 2026.

Only the Tenant, Giress Kenne Tsasse attended the hearing.

As of 1:30pm, 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:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
2. In the Tenant's application, the Tenant alleges that the Landlord did not return the last month's rent deposit. The Tenant testified that they moved out of the rental unit on August 30, 2025. The Tenant testified that he provided a notice to terminate the tenancy in June 2025. The Tenant paid their rent for the last month of the tenancy, which was August 2025.
3. The Tenant claims that the Landlord did not return the last month's rent deposit. The Landlord collected a last month's rent deposit in the amount of \$1,750.00 on February 8, 2024. In addition, the Landlord has not paid any interest to the Tenant on this deposit.

Legal Analysis

4. Section 135 of the Residential Tenancies Act, 2006 ('the Act') permits a tenant to file an application against a landlord if money is being illegally collected or retained by the Landlord.

5. The Tenant testified that the Landlord is still in possession of the last month's rent deposit.
6. Sections 44 and 47 of the Residential Tenancies Act, 2006 (the 'Act') allow a tenant to terminate a tenancy at the end of a period of the tenancy or at the end of the fixed term by giving 60 days' notice to the landlord. The Tenant testified that they provided proper notice to the Landlord, as they provided notice in mid-June and vacated on August 30, 2025. Based on the uncontested evidence before me, I find on a balance of probabilities that the Tenant's notice was in compliance with the Act. The Landlord was not present at the hearing to provide submissions on this matter. Therefore, I find that the Tenant proved their application on a balance of probabilities; the Landlord will be ordered to refund the last month's rent deposit in the amount of \$1,750.00.
7. Subsection 106(6) of the *Residential Tenancies Act, 2006* (the 'Act') requires that a landlord pay interest to the tenant annually on the amount of the rent deposit at a rate equal to the rent increase guideline.
8. The Tenant testified that the Landlord has not paid any interest to the Tenant on the deposit they collected. Therefore, I find interest on the last month's rent deposit is payable to the Tenant for the period of February 8, 2024 to August 30, 2025, in the amount of \$68.33.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,866.33. This amount represents:
 - \$1,750.00 for the last month's rent deposit.
 - \$68.33 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 7, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 7, 2026, the Landlord will owe interest. This will be simple interest calculated from June 8, 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 27, 2026
Date Issued

Nathalia Debski
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.