



Order under Section 135 Residential Tenancies Act, 2006

Citation: Szpyt v Bos, 2026 ONLTB 40457

Date: 2026-06-03

File Number: LTB-T-009516-26

In the matter of: A, 682 Davis Drive
Kingston ON K7M7X2

Between: Hannah Szpyt
Mark Szpyt
Tenants

And

Martin Bos
Bethel Holdings
Karen Bos
Landlords

Hannah Szpyt and Mark Szpyt (the 'Tenants') applied for an order determining that Martin Bos, Bethel Holdings and Karen Bos (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on May 19, 2026.

Only the Tenants attended the hearing.

As of 1:30 pm, the Landlords were 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 Tenants' evidence.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay to the Tenants \$1,754.95.
2. On April 9, 2021, the Tenants paid to the Landlord \$1,575.00 as a 1-month security deposit. The tenancy was terminated as of May 31, 2025, by a written notice on April 1, 2025, which was accepted by the Landlord.
3. In early May, the Tenants did not pay their rent as they had been under the impression that they had paid a last month's rent deposit that would be applied to their last month however, the Landlords demanded a rent payment for that month.

4. On June 15, 2025, after having conducted an inspection of the unit, the Landlords advised the Tenants that they would not be refunding their deposit due to alleged damages found in the unit.
5. Section 3(1) of the *Residential Tenancies Act, 2006* (the 'Act') states; *This Act, except Part V.1, applies with respect to rental units in residential complexes, despite any other Act and despite any agreement or waiver to the contrary.*
6. Section 106(10) of the Act states; (10) *A landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates.*
7. As such, based on the Tenants' uncontested evidence, I am satisfied on a balance of probabilities that the Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act'). The Act required the Landlords to apply the deposit to the Tenants' last month's rent. As such, the Landlords will be directed to repay the Tenants their deposit.
8. Having determined that the Landlord illegally retained the Tenants' last month's rent deposit, I am also satisfied on a balance of probabilities that the Landlords failed to pay the Tenant interest on the last month's rent deposit, totaling \$125.95 since April 9, 2021, as required by the *Residential Tenancies Act, 2006* (the 'Act'). The Landlords will also be ordered to repay this amount.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$1,754.95. This amount represents:
 - \$1,575.00 for the illegal charge collected.
 - \$126.95 for interest on the last month's rent deposit.
 - \$53.00 for the cost of filing the application.
2. The Landlords shall pay the Tenants the full amount owing by June 14, 2026.
3. If the Landlords do not pay the Tenants the full amount owing by June 14, 2026, the Landlord will owe interest. This will be simple interest calculated from June 15, 2026, at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 3, 2026
Date Issued

Jagger Benham
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.