



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

File Number: LTB-T-013311-26

In the matter of: UPPER, 482 MERRITT
ST CATHARINES ON L2P1P3

Between: AMANDA PARKER Tenant

And

MAZASE PROPERTIES C/O MARANDOLA Landlord
PROPERTY MANAGEMENT

AMANDA PARKER (the 'Tenant') applied for an order determining that MAZASE PROPERTIES C/O MARANDOLA PROPERTY MANAGEMENT (the 'Landlord') collected or retained money illegally.

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

The Landlord's Agent Sebastian Soccio-Marandola and the Tenant Amanda Parker 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 the deposit collected from the Tenant.
2. The application was framed as a claim that the Landlord did not allow the Tenant to move into the rental unit. However, based on the evidence, I find that the central issue is whether the Landlord was entitled to retain the \$1,495.00 paid by the Tenant. I am satisfied that both parties had a full opportunity to address that issue.
3. The parties agree that on January 25, 2026, the Landlord provided the Tenant with the proposed terms of a tenancy, including a lawful monthly rent of \$1,495.00 with utilities and internet included.
4. The Tenant paid \$1,495.00 on that date as a deposit toward the tenancy.

5. On January 29, 2026, the Landlord provided a formal lease agreement containing terms that differed from the initial agreement, including:
 - an additional charge for air conditioning; and
 - a utilities arrangement that was not consistent with the earlier representation that utilities were included.
6. I find that these changes were material and were introduced after the Tenant had already made payment based on the earlier agreed terms. Moreover, on the basis of the evidence before the Board, I cannot find that the Landlord established that these additional charges were clearly disclosed and agreed to prior to payment.
7. The Tenant declined to sign the lease with the revised terms and, on January 31, 2026, advised the Landlord that they would not be moving into the unit. This occurred within two days of receiving the revised lease.
8. Accordingly, I find that the Tenant acted reasonably in refusing to proceed with the tenancy where the Landlord materially altered the agreed-upon terms after payment was made.
9. In these circumstances, no final tenancy agreement was concluded on the original terms, and the Landlord has not established a lawful basis under the Residential Tenancies Act, 2006 (the "Act") to retain the \$1,495.00.
10. Accordingly, I find that the Landlord retained money 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 \$1,548.00. This amount represents:
 - \$1,495.00 for the rent deposit unlawfully retained.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 12, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 12, 2026, the Landlord will owe interest. This will be simple interest calculated from June 13, 2026, at 4.00% annually on the balance outstanding.

June 1, 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.