



Order under Section 135 Residential Tenancies Act, 2006

Citation: Hopper v Temlin, 2026 ONLTB 40900

Date: 2026-06-03

File Number: LTB-T-007905-26

In the matter of: 1, 20 Malcolm Crescent
Listowel ON N4W0K3

Between: Judith Hopper
T Neil Hopper
Tenants

And

Mario Temlin
Temlin Group Inc.
Landlord

Judith Hopper and T Neil Hopper (the 'Tenants') applied for an order determining that Mario Temlin and Temlin Group Inc. (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 20, 2026.

The Landlord and the Tenant, Judith Hopper, attended the hearing.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenants are seeking the return of their last month's rent deposit (LMR) because they believe the Landlord was receiving both rental income and applying the Tenants' LMR for the month of December 2025.
3. There is no dispute that the parties entered into a one-year fixed term tenancy for the period of June 15, 2025, to June 14, 2026, and the Tenants paid a rent deposit of \$2,170.
4. Monthly rent was due on the first of the month and the Tenants paid the November 2025 rent.
5. The Tenants terminated the tenancy and returned vacant possession to the Landlord on December 8, 2025.
6. The Tenants allege that new Tenants moved into the rental unit on December 8, 2025. Tenant JH testified the Tenants observed lights on in the rental unit when they drove past,

and current tenants had sent text messages that the rental unit was occupied. The Tenants submitted screenshots of text messages, but no witnesses were present to provide evidence at the hearing. I gave this hearsay evidence very little weight.

7. The Landlord testified that they re-rented the unit effective January 1, 2026. Contractors were hired to clean and paint the rental unit in preparation for the new tenants and some of this work was carried out in the evenings to accommodate the holiday season.
8. I accept the Landlord's direct evidence that they did not re-rent the unit until January 1, 2026, over the Tenants' hearsay evidence that the unit was rented earlier. Because the Tenants did not terminate the tenancy in accordance with the *Residential Tenancies Act, 2006* (the 'Act'), they were responsible for rent up until the Landlord re-rented the unit: see sections 88(1), 88(3)-(4) of the Act. The deposit was applied for the month of December, and therefore the Tenants' application must be dismissed.

It is ordered that:

1. The application is dismissed.

June 3, 2026
Date Issued

Heather Woodside
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.