



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-106896-25

In the matter of: B, 288 Texas Road
Amherstburg Ontario N9V2R7

Between: The Estate of Raymond Lampron Tenant

And

Gisile Lalonde Landlord

The Estate of Raymond Lampron (the 'Tenant') applied for an order determining that Gisile Lalonde (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 5, 2026.

Only the Tenant's Agents Sherry Lampron (Spouse, "SL"), and Krystal Dwyer (Daughter, "KD"), attended the hearing.

As of 9:53am, 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. Therefore, the Landlord must pay \$400.00 to the Tenant.
2. The Tenant claims that the Landlord did not use the Tenant's rent deposit to pay for the last rental period of the tenancy and did not fully return the deposit to the Tenant. This is prohibited by the *Residential Tenancies Act, 2006* (the 'Act').
3. The Tenant's Agent, SL, testified that Raymond Lampron passed away on March 17, 2025. As such, the application has been amended to reflect the Tenant as The Estate of Raymond Lampron, pursuant to Rule 1.6(H) of the Board's Rules of Procedure. I was satisfied that the Agents who appeared on behalf of the estate has authority to do so.

Evidence and Analysis

4. SL testified that the tenancy agreement at issue was between the Landlord and Raymond Lampron. SL testified that the tenancy began on January 1, 2021. SL stated the rent was

\$900.00 per month and that SL paid the Landlord the first month rent and last month rent deposit of \$1,800.00 prior to moving in.

5. SL stated that on March 21, 2025, upon learning of the passing of the Tenant, the Landlord informed the Tenant's Agent that they were terminating the tenancy. SL stated that the parties consented to this earlier termination date.
6. SL testified that the property and belongings of the Tenant were removed from the unit on March 31, 2025. This also served as the date the Tenant vacated the rental unit.
7. SL further testified that when they spoke to the Landlord on March 23, 2025, while cleaning the rental unit, that she paid a last month rent deposit when the lease began. SL then stated this amount was never used and should be applied to March 2025. The Landlord then returned \$500.00 to SL. SL further stated that the Landlord informed them when they returned the keys the remaining \$400.00 will be refunded.
8. KD testified that on March 31, 2025, she returned the keys to the Landlord; however, upon return of the keys, the Landlord did not refund the remaining \$400.00 of the last month rent deposit.
9. The Tenant has filed a T1 application pursuant to section 135(1) of the Residential Tenancies Act, 2006 (the 'Act'). The T1 is an application for an order that the Landlord illegally collected or retained money.
10. Section 105(1) of the Residential Tenancies Act, 2006 ('the Act') states:

The only security deposit that a landlord may collect is a rent deposit in accordance with section 106.

11. Section 106(2) of the Act states:

The amount of a rent deposit shall not be more than the lesser of the amount of rent for one rent period and the amount of rent for one month.

12. Based on the uncontested testimony and evidence before me, I find on a balance of probabilities that the Landlord collected a last month rent deposit equal to one month rent in the amount of \$900.00 and did not apply this to the last month of the tenancy. This is prohibited by the Act.
13. This order contains all of the reasons for the decision within it and no further reasons will be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$400.00. This amount represents:
 - The remainder of the \$900.00 for the last month's rent deposit.
2. The Landlord shall pay the Tenant the full amount owing by June 30, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by June 30, 2026, the Landlord will owe interest. This will be simple interest calculated from July 1, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant's Estate has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 3, 2026

Date Issued

Amit Gurpersaud

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.