



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

**File Number:** LTB-T-109043-25

**In the matter of:** 339 ELM RD  
STOUFFVILLE ON L4A1E6

**Between:** Phil James Winter Tenant  
Myranda Seguin

**And**

Majid Abdi Landlord  
Ayse Yilmaz

Phil James Winter and Myranda Seguin (the 'Tenant') applied for an order determining that Majid Abdi and Ayse Yilmaz (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 21, 2026.

The Landlord and the Tenant attended the hearing.

### **Preliminary Issue – Adjournment Request**

1. At the outset of the hearing, the Landlord requested an adjournment. The Landlord submitted that he required an adjournment so he can prepare for the hearing. The Tenant opposed the adjournment request.
3. After considering the parties' submissions, I denied the Landlord's request for an adjournment. The Landlord provided no reasonable explanation why he did not prepare for the hearing other than he received the Tenant's evidence on Friday. The notice of hearing was mailed out to the Landlord on January 27, 2026. As such, the Landlord had approximately 3 months to prepare. I find this matter is straight forward and found that the Landlord was not prejudiced in anyway as he knew the case to be met. Accordingly, the adjournment request was denied, and the hearing proceeded.

### **Determinations:**

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

*Last Month's Rent Deposit Interest*

2. Based on the evidence before the Board, I find that the Landlords have failed to pay the Tenants interest on the last month's deposit as required by section 106(6) of the Act. There is no dispute the Landlord has never paid interest to the Tenant. The Landlord acknowledged the Tenant paid \$1,500.00 on September 1, 2017, as the last month's rent deposit.
3. The Tenant claims the Landlord held a last month's rent deposit in the amount of \$1,500.00 from September 17, 2017, to February 4, 2025. The Tenant testified that they vacated pursuant to N12 notice of termination with a termination date of October 31, 2024. The Tenant testified that they vacated on December 31, 2024. The Landlord filed the application with the board, and a hearing was held on February 4, 2025. The Tenant testified that at the hearing, there was an agreement to return the last month rent deposit back and as such the Landlord returned the last month rent deposit on the same day.
4. The Landlord claims that the Tenant used their last month rent deposit in May 2024 as they did not pay May's rent. Therefore, the Landlord no longer held a last month rent deposit as of May 2024.
5. The parties do not dispute the Tenant vacated as of December 31, 2024.
6. With respect to the rent deposit, section 106 of the Act provides:
  - (1) A landlord may require a tenant to pay a rent deposit with respect to a tenancy if the landlord does so on or before entering into the tenancy agreement.
  - (2) 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.
  - ...
  - (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. It is clear that the only deposit a landlord may collect is an amount equal to one month's rent, and this deposit can only be applied to the rent owing for the last month of the tenancy. I find as of May 2024; the tenancy was on -going. Section 106(10) preclude a landlord from using a rent deposit for other purposes, including to satisfy any rent arrears while the tenancy is ongoing. Accordingly, it was improper for the Landlord to apply the Tenant's rent deposit to the rent owing for May 2024.
8. The Landlord ultimately submitted that the last month rent was taken back by the Landlord because the Tenant was not moving out. I find it more likely that the Landlord returned the Last month deposit back on February 4, 2025.
9. Section 29(2) of the Act states no application may be made more than one year after the day the alleged conduct giving rise to the application occurred.

10. The Tenant is seeking interest from the date the deposit was allegedly collected in 2017 which is outside the one-year limitation period. Since the Tenants' application was filed on December 29, 2025, the Board only has jurisdiction to order interest owing within the one year from the making of the application.
11. As such, interest is calculated for the period from December 29, 2024, to February 4, 2025, the date the Tenant received the Last month rent deposit back, in the amount of \$3.91.
12. Section 207 (4) states the Board shall not make an order for the payment of an amount of money if the amount is less than the prescribed amount. O. Reg. 516/06, s. 58. States The amount prescribed for the purpose of subsection 207 (4) of the Act is five dollars.
13. Since the amount to be paid by the Landlord is under five dollars, I do not have jurisdiction to make an order for the payment. As such, the application is dismissed.

**It is ordered that:**

1. The Tenant's application is dismissed.

**June 9, 2026**  
**Date Issued**

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Vinuri Sivalingam  
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.