



Order under Section 135 Residential Tenancies Act, 2006

Citation: MEKONTSO KONFO v SPENCER, 2026 ONLTB 43924

Date: 2026-06-05

File Number: LTB-T-070350-25

In the matter of: 3, 17 Fleming avenue
Brampton ON L6Y1J9

Between: MARIE NOELLE MEKONTSO KONFO Tenant

And

GARY SPENCER Landlord

MARIE NOELLE MEKONTSO KONFO (the 'Tenant') applied for an order determining that GARY SPENCER (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 16, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
2. The Landlord illegally retained the Tenant's rent deposit for the reasons stated below.
3. It is undisputed that the Tenant moved into the rental unit on September 1, 2018, and she moved out by July 11, 2025. The Landlord was holding a last month's rent deposit.
4. It is undisputed that the Tenant sent a notice to the Landlord on June 18, 2025, that she would be moving out by July 31, 2025. The Landlord replied to the Tenant on June 19, 2025, acknowledging her notice. In fact, the Tenant left by July 10, and she returned the keys to the Landlord on July 11, 2025. It is undisputed that the Tenant paid rent for July 2025, so she requested the return of her last month's rent deposit on July 20, 2025. The Tenant said that she paid the rent on July 1, 2025, in good faith, because she believed that the Landlord would return her last month's rent deposit. She wrote again to the Landlord on August 2, 2025, repeating her request. The Landlord did not return the last month's rent deposit.

5. The Tenant submitted into evidence an email sent to the Landlord on June 20, 2025, in which she said that she will probably leave earlier than July 31, 2025. She also wrote "Showings can be scheduled daily from 5 p.m. to 9 p.m., if that is convenient. Kindly provide at least one hour's notice prior to each showing to allow for preparation of the premises."
6. The Tenant said that she received a reply from the Landlord on August 4, 2025, in which he said that he was deducting amounts from the last month's rent deposit because he found damage in the unit.
7. At the hearing, the Landlord said that he did not return the last month's rent deposit because he tried to rent out the unit, but he was unable to rent it before September 1, 2025. He said that he began to show the rental unit by July 20, 2025, after the Tenant had left.

Reasons and Analysis:

8. I find that the Landlord illegally retained the Tenant's last month rent deposit for the reasons that follow.
9. It is undisputed that the Tenant provided insufficient notice to validly terminate the tenancy on July 31, 2025. She only gave notice on June 18, 2025, that she would be leaving on July 31, 2025, which was less than the 60 days required by subsection 44(2) of the *Residential Tenancies Act, 2006* (the 'Act').
10. Pursuant to subsection 88(1)1 of the Act, the Landlord might potentially be entitled to collect rent from the Tenant to August 31, 2025. However, the Landlord is also obliged, pursuant to section 16 of the Act, to mitigate his loss of the extra month of rent because of the insufficient notice provided by the Tenant.
11. For the following reasons, I find, on a balance of probabilities, that the Landlord failed to mitigate his loss, and he was therefore not entitled to the extra month of rent to August 31, 2025. The Landlord was aware by June 19, 2025, and he acknowledged, that the Tenant had provided her notice to leave by July 31, 2025. On June 20, 2025, the Tenant gave the Landlord full licence to start showing the unit at certain reasonable hours of the day provided he give her some notice, which notice he was obliged to provide in any case. Nevertheless, the Landlord chose to wait until July 20, 2025, a full month later, and almost 10 days after he knew that the Tenant had vacated, to start showing the unit. This delay in showing the unit indicates a lack of concern with mitigating his loss. The Landlord had the Tenant's rent payment for July 2025, and he also had her last month's rent deposit, so he was in no hurry to start showing the unit. I find that the Landlord's behaviour demonstrates, on a balance of probabilities, a failure to mitigate the loss he suffered as a result of insufficient notice. Consequently, I find that the Landlord is not entitled to rent from the Tenant past July 31, 2025, after which date he could have had the unit re-rented if he had acted earlier to start showing the unit. The undisputed evidence is that the Landlord could have started showing the unit at the end of June for rental by August 1, but he waited until nearly the end of July 2025 to start showings.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$996.00. This amount represents:
 - \$945.00 for the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 16, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 16, 2026, the Landlord will owe interest. This will be simple interest calculated from June 17, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 5, 2026
Date Issued

Nancy Morris
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.