



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

File Number: LTB-T-005562-26

In the matter of: 3, 890 CASTLEFIELD AVE
YORK ON M6B1C8

Between: Agatha Neckles Tenant
Renee Joseph
Jacinta Joseph

And

Norberto Fontes Landlord
Liliana Da Fonte

Agatha Neckles, Renee Joseph and Jacinta Joseph (the 'Tenant') applied for an order determining that Norberto Fontes and Liliana Da Fonte (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 19, 2026.

Only the Tenant attended the hearing.

As of 9:07 a.m., 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 \$1,552.00 on or before June 16, 2026.
2. The Tenant testified that the Landlord provided them a parking spot in 2021 and charged the tenant in the amount of \$80.00 for the spot. However, the Tenant believes they should not be charged for the months of August 2025 and September 2025 because they were unable to utilize the spot due to construction. As such, they allege that they should be reimbursed in the amount of \$160.00 for the two months they were unable to use the parking spot.

3. Based on the evidence before me, I do not find that the Tenant was charged an illegal charge. I say this because It is important to note that the Tenant filed a T1 application under section 135 of the Act, which addresses the collection or retention of illegal charges.
4. The Tenant has been charged for a parking spot since 2021; the Tenant would not be entitled to reimbursement of such charges pursuant to 136(1) which states that rent charged one or more years earlier shall be deemed to be lawful rent unless an application has been made within one year after the date the amount was first charged. Further, subsection 135(2) prohibits a tenant from filing an application for the retention of money retained in contravention of the Act, filed more than one year after the person collected or retained the money.
5. The Tenant ought to file a T2 application alleging substantial interference with reasonable enjoyment, rather than a T1 application under section 135, which addresses the collection or retention of illegal charges.

Compensation for N12 owing

6. On July 2, 2025, the Landlord served the Tenants with an N12 notice of termination under section 48(1) of the *Residential Tenancies Act, 2006* (the "Act"), claiming the Landlord required possession of the rental unit for residential occupation by her spouse. The termination date in the N12 notice was December 31, 2025.
7. The monthly rent was \$1,504.00
8. The Tenant submitted to the Board a copy of the signed N12 notice as evidence.
9. The Tenant vacated the rental unit on December 1, 2025. Based on the uncontested evidence, I find that Tenant vacated the rental unit because they were served with the N12 notice.
10. The Tenant submit that the Landlord did not pay the required one month's rent compensation.
11. Section 48.1 of the Act states:

A landlord shall compensate a tenant in an amount equal to one month's rent or offer the tenant another rental unit acceptable to the tenant if the landlord gives the tenant a notice of termination of the tenancy under section 48.

12. Section 55.1 of the Act states:

If the landlord is required to compensate a tenant under section 48.1, 49.1, 52, 54 or 55, the landlord shall compensate the tenant no later than on the termination date specified in the notice of termination of the tenancy given by the landlord under section 48, 49 or 50.

13. The Act is clear that a landlord is required to pay a tenant compensation equal to one month's rent if the landlord serves the tenant an N12 notice of termination under section 48 of the Act. The Act does not provide that a landlord does not have to comply with this requirement if the tenant finds new living arrangements.

14. Since the Landlord failed to pay the Tenant compensation for termination of the tenancy, as required by the *Residential Tenancies Act*, 2006 (the 'Act'), I find that the Landlord must pay to the Tenant the one month's rent compensation that is properly owed in this matter.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,552.00 This amount represents:
 - \$1,504.00 for the compensation owing.
 - \$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 8, 2026
Date Issued

Vinuri Sivalingam
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.