



Order under Section 135 Residential Tenancies Act, 2006

Citation: Soumare v Smith, 2026 ONLTB 38915

Date: 2026-06-09

File Number: LTB-T-096554-25

In the matter of: 0B, 50 SELKIRK ST
VANIER ON K1L6M9

Between: Aminata Soumare Tenant

And

Torianne Smith Landlord

Aminata Soumare (the 'Tenant') applied for an order determining that Torianne Smith (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 12, 2026.

Only the Tenant attended the hearing.

As of 9:47 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. The Tenant alleges the Landlord has illegally retained her last month's rent deposit. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The tenancy commenced on October 1, 2024 for a fixed-term ending on September 30, 2025. On September 30, 2025, the Tenant sent a text message to the Landlord advising that she would be moving out of the rental unit on October 1, 2025.
3. Subsection 38(1) of the *Residential Tenancies Act, 2006* (the 'Act') states as follows:

38 (1) If a tenancy agreement for a fixed term ends and has not been renewed or terminated, the landlord and tenant shall be deemed to have renewed it as a monthly tenancy agreement containing the same terms and conditions that are in the expired tenancy agreement and subject to any increases in rent charged in accordance with this Act.

4. What subsection 38(1) means is that the tenancy is deemed to have renewed as a monthly tenancy unless the tenancy was terminated in accordance with the Act. In accordance with subsection 44(4), the Tenant was required to give the Landlord at least 60 days notice before the expiration date specified in the fixed-term tenancy agreement.
5. The Tenant gave notice to the Landlord on September 30, 2025. As such, the earliest the Tenant could end the tenancy was November 30, 2025. The Tenant did not present any evidence as to whether the Landlord was able to mitigate their loss by re-renting the unit before November 30, 2025. The Tenant is therefore not entitled to the return of her last month's deposit.
6. I find that the Tenant failed to prove the allegation on a balance of probabilities.
7. Therefore, the application shall be dismissed.

It is ordered that:

1. The application is dismissed.

June 09, 2026
Date Issued

Vanessa Davies
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.