



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

File Number: LTB-T-035770-25

In the matter of: 1, 21 PINE ST S
Thorold ON L2V3L1

Between: Afshin Erami Tenant

And

TONY MANCINI Landlord

Afshin Erami (the 'Tenant') applied for an order determining that TONY MANCINI (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 26, 2026.

Only the Tenant attended the hearing.

As of 10:14 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 the Tenant the last month's rent deposit in the amount of \$2,000.00
2. The Tenant testified that the Landlord was provided a last month rent deposit on February 28, 2024, by email transfer. The Tenant vacated the rental unit on August 30, 2024, by providing the Landlord with notice, and the Landlord failed both to use the last month rent deposit towards the last month's rent, and to return the deposit to the Tenant. The Tenant provided a text message conversation with the Landlord, where the Landlord confirmed the deposit would be returned, but the Landlord and has failed to do so.
3. Therefore, I am satisfied by the uncontested testimony and evidence from the Tenant that the Landlord did not use the Tenant's rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenant. This is prohibited by the *Residential Tenancies Act, 2006* (the 'Act'), pursuant to section 106 (10).

4. In addition, I find that the notice that the Tenant gave to the Landlord was given in accordance with the Act so it is clear that the tenancy lawfully terminated effective August 30, 2024, and that August 2024 was the last month of the tenancy.

5. **It is ordered that:**

1. The total amount the Landlord shall pay the Tenant is \$2,048.00 This amount represents:
 - \$2,000.00 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 23, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 23, 2026, the Landlord will owe interest. This will be simple interest calculated from June 24, 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 12, 2026

Date Issued

Samantha Greaves

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.