



Order under Section 135 Residential Tenancies Act, 2006

Citation: Refugia v Family Properties, 2026 ONLTB 47113

Date: 2026-06-18

File Number: LTB-T-022178-26

In the matter of: 15, 2 Torbolton Drive
Etobicoke ON M9W3Y2

Between: Jeralyn Gayle Refugia Tenant

And

Family Properties Landlord

Jeralyn Gayle Refugia (the 'Tenant') applied for an order determining that Family Properties (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 10, 2026.

Only the Tenant attended the hearing.

As of 1:06 p.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 \$2,748.00 by June 29, 2026.
2. The Tenant testified that she agreed to rent 15-2 Torbolton Drive in Etobicoke from the Landlord commencing February 15, 2026. The Tenant paid a last month's rent deposit of \$2,700.00 to the Landlord on February 2, 2026 and provided a copy of that email money transfer. She signed a standard, residential lease with the Landlord on February 12, 2026.
3. She stated that at the last walk through of the apartment on February 13, 2026 with the listing agent, she noted cockroaches in the unit and advised him that she would not be moving in. The agent advised the Tenant that he would eliminate the cockroaches and let her know when they were gone.

4. The Tenant stated that she was shown the unit 3 more times by the listing agent, who had apparently hired a pest control company to deal with the issue. She stated that on the last date, March 10, 2026, she continued to see the roaches. The Tenant requested that her deposit of \$2,700.00 be returned as she would not be moving into the rental unit.
5. The Tenant stated that she was not provided with a key to the rental unit and that each time she viewed the apartment, the listing agent or Landlord unlocked the apartment.

Law and Analysis

6. Section 107(1) of the *Residential Tenancies Act*, 2006 states “A landlord shall repay the amount received as a rent deposit in respect of a rental unit if vacant possession of the rental unit is not given to the prospective tenant.”
7. The Tenant was not provided with keys for the rental unit and thus she was not given vacant possession of the rental unit. Thus, the Tenant is entitled to the return of her last month’s rent deposit.
8. The Tenant’s application is successful.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,748.00. This amount represents:
 - \$2,700.00 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 29, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 29, 2026, the Landlord will owe interest. This will be simple interest calculated from June 30, 2026 at 4.00% annually on the balance outstanding.

June 18, 2026
Date Issued

Carrie Bertrand
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.