



Order under Section 135 Residential Tenancies Act, 2006

Citation: BURNETTE v BEDESSEE, 2026 ONLTB 47064

Date: 2026-06-16

File Number: LTB-T-035574-26

In the matter of: 20 GANDER DRIVE
SCARBOROUGH ON M1G2W1

Between: Connie Burnette Tenant

And

Invor Bedessee Landlord

Connie Burnette (the 'Tenant') applied for an order determining that Invor Bedessee (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 8, 2026.

The Landlord and the Tenant attended the hearing. Sherma Lambert attended as a witness for the Tenant.

Determinations:

Preliminary Issues – Sherma Lambert

1. The Tenant's application named Sherma Lambert ("SL") as the Landlord's Agent.
2. SL testified that she is not the Landlord's Agent, that she was the Tenant's Real Estate Agent.
3. The Landlord confirmed that SL has never acted in any capacity for him.
4. The Tenant testified that SL was her Real Estate Agent and the Tenant named SL as a party because the Tenant wanted SL to attend and provide evidence on the Tenant's behalf. The Tenant confirmed that she was not seeking repayment from SL.
5. Based on the submissions of the parties, I am satisfied that SL is not a proper party and is actually a witness and should be removed as a party. Therefore, the application shall be amended to remove SL as a party.

Preliminary Issue – Landlord's name and Application details

6. At the hearing, the Landlord confirmed that his last name is actually spelled Bedessee not Beddesee. As such, the application shall be amended to reflect the correct spelling of the Landlord's name.
7. As explained below, the Tenant's application did not contain sufficient details as it pertains to reason 1, charge of an illegal rent, and therefore that portion of the application is dismissed.
8. The Divisional Court has held that in order to be considered, a claim must have sufficient details or particulars, including dates and times of the alleged offensive conduct, together with a detailed description of the alleged conduct complained of, to allow the person against whom the claim is made to know the case to be met and to prepare for the hearing accordingly. (*Ball v. Metro Capital Property*, [2002] O.J. No. 5931).
9. Although the *Ball* case related to the details required in a landlord's notice of termination, it reflects the general principles of procedural fairness, which include a party's right to know the case to be met. I cite the *Ball* case solely for this principle as I find it applies equally to tenant applications. The legal principles of fairness and natural justice demand that a party has a right to know the case against them and that they be provided sufficient details of the issues to determine whether to defend the claim.
10. Here, the Tenant's application contained two claims, a claim for illegal rent charged and a claim that the Landlord failed to pay interest on the last month's rent deposit. The Landlord did not dispute that he understood the Tenant's claim regarding the interest owing on the last month's rent deposit as it was clear and understandable. However, the claim regarding the charge of illegal rent was unclear.
11. The Tenant testified that the charge of illegal rent claiming \$700.00 was a combination of \$500.00 for a key deposit that was not returned and \$200.00 in unpaid interest. However, under the "Explain your Reasons" section of the Tenant's application, nowhere was it explained how the Tenant arrived at \$700.00 for the illegal rent charged. The only mention of a key deposit was "I had paid the agent \$500.00 for keys". The Tenant's application did not have dates, times, or specifics of how she arrived at what she was claiming as the illegal rent charge.
12. The Landlord testified that he did not understand what the Tenant was claiming as an illegal rent charge as the Tenant's application was unclear, and he did not understand reason #1.
13. In this case, I am not satisfied that the Tenant provided sufficient details of her claim regarding an illegal rent charge for the Landlord to know and understand the claim being made. The application lacks sufficient specifics and details for the Landlord to understand that the Tenant was claiming the illegal rent charge was actually about the allegedly retained key deposit.
14. As such, the Tenant's claim regarding an illegal charge is dismissed as not being sufficiently detailed.

Interest Owing

15. As explained below, the Tenant proved the remaining allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$184.13.
16. It was undisputed that the Tenant paid the Landlord a last month's rent deposit of \$3,500.00 on January 4, 2021. It was also undisputed that the Landlord has never paid the Tenant any interest on the last month's rent deposit.
17. The Landlord testified that instead of paying interest on the last month's rent deposit he topped up the Tenant's last month's rent deposit. Therefore, the Tenant's last month's rent deposit was \$3,700.00 as of November 30, 2025, which was applied to December 2025 rent.
18. The Tenant did not dispute that she never paid the Landlord any additional money to bring her last month's rent deposit in line with what the current rent was. However, the Tenant did provide that there were no rent increases in 2022 or 2023, and she did not receive interest in those years.
19. Section 106(6) of the *Residential Tenancies Act*, 2006 (the 'Act') provides that a Landlord shall pay interest to the Tenant annually at a rate equal to the amount of the guideline increase permitted for the same year the interest is to be paid in.
20. Section 106(7) of the Act provides that the Landlord may deduct from the interest payable the amount needed to top up the last month's rent deposit so that the last month's rent deposit matches the current rent.
21. Here, interest is calculated up to the date the last month's rent deposit ceased to be a deposit and became rent. As the last month's rent deposit was used for the rent due on December 1, 2025, the Tenant is entitled to interest up to November 30, 2025. Interest is calculated as follows:
 - For the period January 4, 2021, to January 3, 2022: $\$3,500.00 \times 1.2\% = \42.00 ;
 - For the period January 4, 2022, to January 3, 2023: $\$3,500.00 \times 2.5\% = \87.51 ;
 - For the period January 4, 2023, to January 3, 2024: $\$3,500.00 \times 2.5\% = \87.51 ;
 - For the period January 4, 2024, to January 3, 2025: $\$3,500.00 \times 2.5\% = \87.51 ; and
 - For the period January 4, 2025, to November 30, 2025: $\$3,500.00 \times 2.5\% = \79.60
 - For a total of \$384.13
22. In this case the Tenant should have been paid a total of \$384.13 in interest over the tenancy. The Landlord applied \$200.00 toward the last month's rent deposit, therefore, the Landlord owes the Tenant \$184.13 in interest that was not paid during the tenancy.
23. As such, the Landlord shall pay to the Tenant \$184.13 for unpaid interest on the last month's rent deposit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$184.13 for interest on the last month's rent deposit.

2. The Landlord shall pay the Tenant the full amount owing by June 27, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 27, 2026, the Landlord will owe interest. This will be simple interest calculated from June 28, 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 16, 2026
Date Issued

Nicole Pedron
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.