



Order under Section 135 Residential Tenancies Act, 2006

Citation: Venair v Brown, 2026 ONLTB 47177

Date: 2026-06-17

File Number: LTB-T-024726-26

In the matter of: 291, 7360 ZINNIA PL
MISSISSAUGA ON L5W2A3

Between: Shawna Latika Venair Tenants
Damani Lornel Brown-Kellier

And

Wyndell Brown Landlords
Tanya Brown
Grace Brown

Shawna Latika Venair and Damani Lornel Brown-Kellier (the 'Tenants') applied for an order determining that Wyndell Brown, Tanya Brown and Grace Brown (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on May 13, 2026.

The Landlord Tanya Brown and the Tenants attended the hearing. The Tenants spoke with Tenant Duty Counsel ahead of the hearing.

Determinations:

1. 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 Landlord did not illegally retain the Tenants' rent deposit because the Tenants voluntarily moved out of the rental unit without providing proper notice to the Landlords to end the tenancy.
3. The Tenants moved out in response to a notice that was posted to the door of the rental unit. This was not a notice of termination of tenancy issued by the Landlord under the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17 (the 'Act'). Rather, the notice was a "Notice to Vacate" order executed by the Superior Court of Justice relating to a dispute between their Landlords and the Landlords' mortgagee.

4. The Landlord Tanya Brown testified about these circumstances at the hearing. She testified that she was in contact with the Tenants after they reached out about the Notice to Vacate and offered reassurance that she was seeking a stay of that order through Court processes. She testified that she explicitly told the Tenants that they didn't have to move. She was successful in obtaining a stay on February 26, 2026, and testified that she immediately told the Tenants about this outcome, only to learn that they had decided to vacate the rental unit.
5. The Tenants stress is understandable: they did not know how their interests would be impacted by the dispute between the Landlords and their mortgagees and felt a need to take action to secure their living situation. However, the fact is they vacated the rental unit on February 27, 2026, without receiving a Notice of Termination from the Landlords or providing notice in accordance with the Act.
6. In these circumstances, section 88(1) of the rent applies, and the Tenants would have continued to have an obligation to pay rent after they vacated the unit. The Landlords attempted to mitigate their losses, as required by section 88(4): Ms. Brown testified that the rental unit was listed for re-rental as of late March 2026.
7. Given the ongoing obligation to pay rent, the Landlords were entitled to use the Tenants' last month rent deposit for the final period rent would be owing for pursuant to section 88 of the Act. The Tenants are, therefore, not entitled to the return of the deposit.

It is ordered that:

1. The Tenants' application is dismissed.

June 17, 2026
Date Issued

Jeremy Henderson
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.