



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-038770-26

In the matter of: APARTMENT 1210, 45 POND MILLS RD
LONDON ON N5Z 4W5

Between: Femi Morawo Tenant

and

Mary Michniewicz Landlord

Femi Morawo (the 'Tenant') applied for an order determining that Mary Michniewicz (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 1, 2026.

The Landlord and the Tenant attended 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.

Tenant's Application for a Rebate of Money the Landlord owes (T1)

2. The Tenant alleges in his application that the Landlord did not use his last month's rent deposit of \$2,000.00 for the last rental period of the tenancy and did not return the deposit to him after the tenancy ended. The Tenant seeks an order requiring the Landlord to pay \$2,000.00.
3. The tenancy began on February 1, 2024. The Landlord collected a last months' deposit of \$2,000.00 on February 1, 2024, and a key deposit of \$250.00. The parties do not dispute that the key deposit of \$250.00 was returned to the Tenant on May 2, 2026.
4. The Tenant moved out of the rental unit on April 28, 2026, and rent for April was paid.
5. The Landlord testified that she obtained vacant possession of the rental unit on April 28, 2026. She indicated that 1 additional set of keys were not returned until May 14, 2026. This was not disputed by the Tenant.

6. On April 9, 2026, the Tenant texted the Landlord informing her that he had accepted a job and wanted to move out before the end of the month (April 30, 2026). The Tenant asked whether the Landlord would be open to returning his May/ last month's rent deposit if he vacated before the end of April 2026. The Landlord replied that she would be open to discussing the matter if the Tenant moved out of the unit well before the end of the month so that she could prepare the unit for a new Tenant.
7. The Landlord ultimately did not return the rent deposit.
8. The Landlord's explanation at the hearing was that the deposit was applied to the May 2026 rent because the Tenant did not give proper notice.
9. The Tenant asserted that the Landlord provided several reasons for not returning his last month's deposit. He further asserted that the Landlord's reply to his text message on April 9, 2026 implies that she did not object to him moving out and was willing to return his deposit.

Analysis and findings

10. The issue before me is whether the Tenant is entitled to the return of his rent deposit.
11. The evidence before me does not establish that the Landlord definitively agreed to return the Tenant's deposit if the Tenant moved out on April 28, 2026. The Landlord's text message expressly states: "I would be open if you are planning to be out well before the end of the month so that I can get things ready for a new Tenant." In my view, the wording "I would be open" suggests an invitation for a discussion and does not in any way create an agreement.
12. In these circumstances, the Tenant was required to either: enter into an agreement with the Landlord to terminate the tenancy in accordance with s. 37(3) of the *Residential Tenancies Act, 2006* (the 'Act'); or serve a notice to terminate his tenancy at least 60 days in advance in accordance with s. 44(2). The Tenant did neither.
13. Subsection 88(1)1 of the Act addresses how much rent a tenant may owe if they vacate a rental unit without having served a valid notice of termination or entering into an agreement to terminate the tenancy:

(1) If a tenant abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made or the landlord has not given notice to terminate the tenancy, a determination of the amount of arrears of rent owing by the tenant shall be made in accordance with the following rules:

1. If the tenant vacated the rental unit after giving notice that was not in accordance with this Act, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice had the notice been given in accordance with section 47, 96 or 145, as the case may be.

14. As the Tenant vacated the unit without having served a valid notice of termination or entering into an agreement to terminate the tenancy, in accordance with subsection 88(1) of the Act, the Tenant may be liable for rent up to June 30, 2026, which is the earliest valid termination date the Tenant could have specified when he gave the Landlord the invalid notice on April 9, 2026.
15. In accordance with subsection 88(3) of the Act, a Tenant's liability for rent arrears in this situation can be earlier if the landlord re-rents the unit. In this case, the Landlord testified that the unit remains vacant.
16. I have also considered whether the Landlord took reasonable steps to minimize its losses, as required by subsection 88(4) of the Act. The Landlord testified that she contacted her real estate agent and listed the property on May 2, 2026. However, due to the rental market the property remains vacant. There was no evidence before me that the Landlord removed the listing, delayed marketing the unit, or otherwise failed to make reasonable efforts to re-rent the unit. Therefore, I find that the Landlord fulfilled her obligations as required by subsection 88(4) of the Act in reasonably attempting to re-rent the unit and to mitigate its losses.
17. For all the reasons given above, I am satisfied that the Landlord is entitled to apply the last month's deposit to May 2026.

It is ordered that:

1. The Tenant's application is dismissed.

June 15, 2026
Date Issued

Adeela Alvez
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.