



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-077511-25

In the matter of: 215, 2170 SHEROBEE ROAD
MISSISSAUGA ON L5A3P8

Between: Carmella Mazur Tenant

And

Kaneff Properties Limited Landlord

Carmella Mazur (the 'Tenant') applied for an order determining that Kaneff Properties Limited (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 24, 2026.

The Landlord's legal representative, Preston Haynes and the Tenant attended the hearing.

Determinations:

1. The Tenant applied for a remedy on the basis that the Landlord failed to apply a last month's rent deposit to the final rental period of the tenancy and failed to return that deposit to her.
2. At the hearing, the Tenant testified she vacated the rental unit on July 3, 2025. At the time, the tenancy was continuing on a month-to-month basis. She further testified that a rent payment in the amount of \$1,350.00 was withdrawn from her bank account on or about July 2, 2025,
3. Although the application refers to the Landlord's failure to apply or return a last month's rent deposit, it was clear from the application and the Tenant's evidence that she was seeking the return of the July 2025 rent payment. Accordingly, I amended the application to reflect the remedy actually sought by the Tenant. I am satisfied that no prejudice results from this amendment, as the Landlord was aware of the nature of the claim and was prepared to respond to it.
4. There was no evidence before me that the Tenant provided the Landlord with a last month's rent deposit at the commencement of the tenancy.
5. The Tenant testified that she verbally advised the Landlord on May 1, 2025 of her intention to terminate the tenancy. She further testified that she subsequently submitted a Tenant's

Notice to End the Tenancy (N9) a few days later, which identified a termination date of July 3, 2025.

6. The Tenant testified that an on-site staff member amended the termination date on the N9 when it was submitted. The Landlord's representative testified that the Tenant was advised that the termination date contained in the notice did not comply with the *Residential Tenancies Act, 2006* (the 'Act') because it did not coincide with the last day of a rental period. The Landlord's representative submitted that the termination date was amended to July 31, 2025 in the Tenant's presence.
7. The Landlord's representative relied on a letter dated May 16, 2025, which confirmed that the tenancy would terminate on July 31, 2025 because the termination date identified by the Tenant did not comply with the Act. The letter also explained the basis for the correction and confirmed that the tenancy continued until the end of the July 2025 rental period.

8. Section 47 of the *Residential Tenancies Act, 2006* (the "Act") states:

A tenant may terminate a tenancy at the end of a period of the tenancy or at the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with section 44.

9. Section 44 of the Act states:

44 (2) A notice under section 47, 58 or 144 to terminate a monthly tenancy shall be given at least 60 days before the date the termination is specified to be effective and that date shall be on the last day of a rental period.

10. Pursuant to subsection 44(2) of the Act, a tenant's notice of termination for a monthly tenancy must be given at least 60 days before the termination date and the termination date must be the last day of a rental period. I find that July 3, 2025, was not a valid termination date under the Act because it did not fall on the last day of a rental period.
11. Pursuant to section 47 of the Act, a tenancy terminates only in accordance with the Act. As the Tenant's proposed termination date was invalid, the tenancy continued until July 31, 2025, which was the earliest valid termination date arising from the Tenant's notice.
12. I find that rent was owing for the entire month of July 2025 because the tenancy continued until July 31, 2025. The fact that the Tenant chose to vacate the rental unit earlier in the month does not alter her obligation to pay rent for the balance of the rental period.
13. As the Tenant did not pay a last month's rent deposit at the commencement of the tenancy, there was no deposit available to be applied to the final rental period. The July 2025 payment withdrawn from the Tenant's account was therefore a rent payment for a period during which the tenancy remained in effect.
14. In these circumstances, I find that the Tenant is not entitled to reimbursement of the July 2025 rent payment. The rent was lawfully owing because the tenancy continued until July 31, 2025 pursuant to sections 44(2) and 47 of the Act.
15. For the above reasons, the Tenant's application, as amended, is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

June 16, 2026

Date Issued

Christina Philp

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.