



Order under Section 135 Residential Tenancies Act, 2006

Citation: MUSIAL v CANAHANS COMPANY LIMITED, 2026 ONLTB 49025

Date: 2026-06-25

File Number: LTB-T-044038-26

In the matter of: 206, 345 Lakeshore Road West
Mississauga ON L5H1H2

Between: Malgorzata Musial Tenant

And

Canahans Company Limited Landlord

Malgorzata Musial (the 'Tenant') applied for an order determining that Canahans Company Limited (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 17, 2026.

The Tenant, the Tenant's representative Ray Daniels, the Landlord's agent Pat Crisolago, and the Landlord's representative Leo Corsetti attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must compensate the Tenant in the amount of \$1,100.60.

Rent deposit not applied to last month of tenancy

2. The Landlord did not use the Tenant's rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenant. This is prohibited by the *Residential Tenancies Act, 2006* (the 'Act').
3. The parties agree that the last month the Tenant paid rent for was April of 2026.
4. The parties agree that:
 - On March 17, 2026 the Tenant asked the Landlord for permission to assign their lease. A specific individual was not specified. This was a general request.
 - The Landlord denied the Tenant's request to assign on March 18, 2026.

- The Tenant then served the Landlord with an N9 notice to terminate the tenancy on March 19, 2026 by email with a termination date of May 15, 2026.
5. The Tenant argues that she was entitled to terminate her lease on a minimum of 30 day's notice under section 95(4)(a) of the Act due to the Landlord's refusal.
 6. The Landlord argues that in seeking out an assignment, the Tenant was intending to circumvent section 47 of the Act which requires that a tenant provide 60 days notice of their intention to terminate a monthly tenancy, with the notice ending on the last date of a rental period.
 7. The Tenant's motivations for ending her tenancy under section 95 of the Act are not relevant in this case. The Tenant was legally able to make use of this section because the Landlord refused to consider the possibility of an assignment. The consequence for refusing to consider an assignment is that a tenant is legally permitted to terminate their lease on 30 days' notice, and this does not need to fall at the end of a rental period. This is in accordance with section 96 of the Act.
 8. The Tenant seeks the return of \$1,970.00 in last month's rent deposit and \$49.00 in interest owing to her. The parties agreed in the hearing that the Landlord is still holding these sums. The Tenant filed her application within one year of these sums being retained.
 9. The Tenant is entitled to a pro-rated sum for the month of May 2026. The Tenant owes rent for the period of May 1, 2026 to May 15, 2026.
 10. Accordingly, the Landlord shall return to the Tenant the sum of \$998.60 representing a pro-rated last month's rent deposit, \$49.00 in interest, and the application filing fee.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,100.60. This amount represents:
 - \$998.60 for the last month's rent deposit.
 - \$49.00 for interest on the last month's rent deposit.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by July 6, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by July 6, 2026, the Landlord will owe interest. This will be simple interest calculated from July 7, 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 25, 2026
Date Issued

Madeline Ntoukas
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.