



Order under Section 135 Residential Tenancies Act, 2006

Citation: da Silva v Homestead, 2026 ONLTB 45499

Date: 2026-06-23

File Number: LTB-T-015984-26

In the matter of: 310, 165 Erskine Avenue
TORONTO ON M4P2L6

Between: Marcella Sant'Ana Cardoso da Silva Tenant

And

Homestead Landlord

Marcella Sant'Ana Cardoso da Silva (the 'Tenant') applied for an order determining that Homestead (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 3, 2026.

The Tenant, the Landlord, and the Landlord's Agent, Mark Parnega, attended the hearing.

Determinations:

1. The Tenant alleges that the Landlord has illegally retained the last month's rent deposit. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities and the application is dismissed.
2. On December 12, 2025, the Tenant sent an N9 Notice to advise her Landlord that she intended to terminate her tenancy one month early on January 30, 2026. She claimed that she prepared the N9 on December 1, 2025, but it didn't get sent due to a computer glitch. The Landlord refused the Tenant's N9 Notice on December 12, 2025, because it did not give the required 60 days notice of termination and because the termination date on the Notice was incorrectly stated. The Landlord sent the Tenant a new N9 Notice for her signature with a termination date of February 28, 2026, but she refused to sign it.
3. The Tenant was adamant that she needed to vacate her rental unit on January 31, 2026, and agreed with the Landlord to pay a nominal fee to have her rental unit advertised for rent on February 1, 2025, on a fast-track basis. The Tenant understood that this meant she would be able to vacate the rental unit on January 31, 2026, but the Landlord corrected her that she would be responsible for the February 2026 rent if it was not rented for that month.

4. The Landlord's agent confirmed in testimony that the unit was advertised on their media platforms and that they paid extra for advanced search engine optimization that ensured the Tenant's rental unit was featured prominently in their advertisements. The Landlord stated the movement on rental units is typically slow during the Christmas period and there was lots of inventory everywhere at the time. The rental unit was not leased until March 14, 2026, despite the favourable location of the rental complex. The Tenant's last month's rent deposit was retained to pay the rent for the last month of the tenancy (February 2026).
5. This is a tenancy that renewed as a monthly tenancy agreement following the end of the fixed term. Pursuant to subsection 44(2) of the *Residential Tenancies Act, 2006* (the 'Act'), the Tenant was required to give the Landlord at least 60 days notice to terminate the monthly tenancy. As the Tenant gave notice on December 12, 2025, the earliest she could have terminated the tenancy is February 28, 2026. As such, the Tenant is not entitled to the return of the last month's rent deposit. However, that is not the end of the analysis.
6. Pursuant to section 16 of the Act, the Landlord also has a duty to take reasonable steps to minimize their losses resulting from the Tenant's unilateral repudiation of the tenancy agreement. I am satisfied the Landlord took reasonable steps to re-rent the unit for February 1, 2026. As the Landlord was unable to re-rent the unit, the Landlord correctly applied the Tenant's last month's rent deposit to the rent owing for February 2026.
7. The Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

June 23, 2026

Date Issued

Douglas Malanka

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.

