



Order under Subsection 135 Residential Tenancies Act, 2006

Citation: Cole v 20/20 Property Management Limited, 2023 ONLTB 77306

Date: 2023-11-30

File Number: LTB-T-062977-22

In the matter of: 853 Maitland Ave Ottawa
ON K2A2S4

Tenant

Between: Daniel Cole
Tracey Ranger

And

20/20 Property Management Limited

Landlord

Daniel Cole and Tracey Ranger (the 'Tenant') applied for an order determining that 20/20 Property Management Limited (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on October 3, 2023.

Only the Tenant attended the hearing.

Determinations:

1. On August 19, 2022 the Tenant applied to the Board, pursuant to s. 135 of the Residential Tenancies Act 2006 (the 'Act') with a T1 application alleging the Landlord did not compensate the Tenant under section 48.1, 49.1, 52, 54 or 55. The Tenant also alleges the Landlord did not pay the interest owing on the last month's rent deposit.
2. At the hearing the Tenant requested to withdraw their reason 5 in the application, alleging the Landlord did not pay interest on the last month's rent deposit.
3. The Tenant's request is granted and this portion of the Tenant's application will be dismissed.
4. The Tenant testified they received an N12 notice from the Landlord by email on February 28, 2022 with a termination date of April 30, 2022. On March 15, 2022 the Tenant emailed the Landlord and requested the compensation owed in accordance with the Act.

5. The Tenant testified they were able to find new housing quickly and were able to vacate the rental unit on March 31, 2022.

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6. The Tenant, Daniel Cole (DC) returned to the rental unit later in the day on March 31, 2022 to put out the garbage. The Landlord was at the rental unit, and DC testified he gave the keys to the Landlord and inquired about the compensation the Landlord owed the Tenant for vacating on the N12 notice.
7. DC testified that the Landlord said he would email the Tenants regarding the compensation.
8. As of the day of the hearing, the Tenant testified they had not received compensation from the Landlord.
9. With the uncontested oral testimony evidence before me and on a balance of probabilities I find the Landlord has not paid the Tenant the compensation owed to the Tenant for vacating on the N12 notice the Landlord served the Tenant.
10. Given the above the Landlord owes the Tenant compensation in the amount of \$1,518.00.
11. The Tenant incurred costs of \$53.00 for filing the application and they are entitled to reimbursement of those costs.
12. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
13. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The total amount the Landlord shall pay to the Tenant is \$1,571.00. This amount represents:
 - o \$1,518.00 for the compensation owing.

- \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by December 11, 2023.
 3. If the Landlord does not pay the Tenant the full amount owing by December 11, 2023, the Landlord will owe interest. This will be simple interest calculated from December 12, 2023 at 7.00% 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.

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November 30, 2023

Date Issued

Greg Brocanier

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.