



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-046899-25

In the matter of: 62 Dumbarton Street
Guelph Ontario N1E3T6

Between: Charles Burton Tenant
Michael Burton
Andrew Wraight
Kyle Bickford
. .

And

MD Hossen Ali Landlord

Charles Burton, Michael Burton, Andrew Wraight, Kyle Bickford and . . (the 'Tenant') applied for an order determining that MD Hossen Ali (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on November 27, 2025.

The Landlord and the Tenant Charles Burton attended the hearing.

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$1,429.80.
2. The Landlord collected rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act').
3. The Tenant testified that he moved into the rental unit in April 2021 and signed a 5 year lease running from April 2021 to March 2026.
4. He testified that on May 5, 2024, the new Landlord MD Hossen Ali purchased the rental unit. On July 1, 2024 he testified that the Landlord increased the rent from \$2437.66 to \$2600.00 per month. He testified that he was never served with an N1 Notice rent

increase, instead the Landlord came over and told him the rent would be increasing, and he agreed because the Landlord said he would kick him out if he did not.

5. The Tenant testified that he continued to pay the increased rent until January 1, 2025, when the Landlord increased the rent again, adding \$40.00 for water heater rental. The Tenant then paid a rent of \$2640 from January 1, 2025, to May 1, 2025.
6. The Tenant testified that he stopped paying the increased in June 2025 and asked the Landlord for a copy of the rent increase which was not provided. Accordingly, the Tenant reverted to paying the original rent of \$2437.66 from June 2025.
7. The Landlord testified that after he purchased the unit, he asked the Tenant how much he was paying, and the two of them came to an agreement that the Tenant would pay \$2600 from July 2024.
8. He also testified that he was unaware that there was a water heater rental associated with the property, and when he explained to the Tenant that he was paying a lot the Tenant offered to pay an additional \$40.00 per month towards the water hearer rental.
9. The Landlord sought an order that the lawful monthly rent is \$2640.00 per month.

Analysis

10. I found the Tenant to be both credible and reliable and am prepared to accept that they signed a 5-year lease ending March 31, 2026.
11. Additionally, it was not disputed by the parties that the rent was increased to \$2,600.00 per month in July 2024 and \$2,640.00 per month on January 1, 2025. The Landlord did not provide the Tenant with an N1, or N2 Notice or rent increase and instead relied on the claim that the parties had agreed to the increase. The Landlord did not take the position that the rent unit was exempt from the rent increase guideline.
12. Section 3 of the *Residential Tenancies Act*, 2006 states:

3 (1) This Act, except Part V.1, applies with respect to rental units in residential complexes, despite any other Act and despite any agreement or waiver to the contrary.
13. Therefore, I am satisfied that the parties cannot contract out of the rent rules within the Act.
14. The Landlord has not complied with the rent rules contained in the *Act* as they have enacted and increase that does not comply with the rent increase guideline and have not served the Tenant with a lawful Notice of Rent Increase.
15. Additionally, I am not satisfied that the increase is saved by Section 135.1 or 136 as the Tenant did not pay the increase for 12 consecutive months and instead brought this T1 within 12 months of when the increase was first charged.
16. Therefore, I find the lawful monthly rent to be \$2437.66.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1429.80. This amount represents:
 - \$1,376.80 for excess rent collected.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 20, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 20, 2026, the Landlord will owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by January 20, 2026, the Tenant may recover this amount by deducting \$1,429.80 from the rent for the month of February 2026.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 9, 2026
Date Issued

Reid Jackson
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.