Order under Sections 30/135
Residential Tenancies Act, 2006

Citation: White v Jaglall, 2026 ONLTB 2099
Date: 2026-01-05
File Number: LTB-T-021202-24

In the matter of: 708, 1900 SIMCOE ST N
OSHAWA ON L1G0C1

Between: Reagan White — Tenant

And

Joe Jaglall — Landlord

Reagan White (the 'Tenant') applied for an order determining that Joe Jaglall (the 'Landlord') collected or retained money illegally.

The Tenant also applied for an order determining that the Landlord failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was heard by videoconference on October 15, 2025.

The Tenant, the Tenants support person and mother, Terry White, the Landlord and the Landlord's legal representative, Jayant Unny, attended the hearing.

Determinations:

T1 Application

1. The Tenant alleges that their rent increase on April 1, 2023 is void on the basis that the Landlord did not provide the Tenant with a proper Notice of Rent Increase and it was more than the permitted guideline amount. The Tenant further submits that the increase in rent on June 1, 2024 is also void on the basis that it was increased based on a void increase amount and therefore the Tenant should not have to pay the increased amount.
2. The Landlord's position is that the Tenant should be obligated to pay the increased amount because they agreed in writing to pay this amount. In the alternative, they argue that the rental unit is exempt from guideline rent increases on the basis that it falls under subsection 6.1(2) of the Act as a post November 15, 2018 occupied rental unit. Also, the Landlord argues that the Tenant paid the increase in rent for a period of twelve

consecutive months, and therefore they are not able to dispute the increase on an application to the LTB.

3. The Landlord sent the Tenant email correspondence on or about March 7, 2023 to increase the rent from $1,250.00 to $1,300.00 to take effect on April 1, 2023. This is an increase of 4.00% ($50). Both parties agree that this is more than the permitted guideline rent increase for 2023 which was 2.5%.

4. Based on the evidence provided by the Landlord, I am satisfied that the rental unit is exempt from the guideline rent increase amount pursuant to subsection 6.1(2) of the Act. I accept that the property was not ready for occupancy until the fall of 2018 and the Landlord purchased the rental unit from the builder with a transfer date in title on January 31, 2019. The entire residential complex was newly built by the fall of 2018. The Landlord then rented it out shortly after the transfer on January 31, 2019 and the Tenant was assigned the rental unit in May of 2019. The Landlord was the first to occupy the unit after it was built.

5. While I am satisfied that the rental unit is exempt from the guideline rent increase pursuant to subsection 6.1(2) of the Act, I do not accept the other arguments put forward by the Landlord for the following reasons.

6. Firstly, subsection 6.1(2) does not exclude the requirement under section 116 for a landlord to provide a tenant with the minimum 90 days of notice for an annual increase in rent (116(1)). Nor does it exclude the requirement that the notice of rent increase be in a form approved by the LTB (161(3)). The Landlord in this case did neither.

7. Secondly, the argument of the Landlord that they can contract out of the Act by an agreement in writing (the email agreement), must also fail.

8. Under section 1 of the Act, part of the purpose of the Act are to provide protection for residential tenants from unlawful rent increases and unlawful evictions, to establish a framework for the regulation of residential rents, to balance the rights and responsibilities of residential landlords and tenants.

9. Subsection 3(1) of the Act states that the Act applies with respect to rental units in residential complexes, despite any other Act and despite any agreement or waiver to the contrary.

10. Subsection 4(1) of the Act states that a provision in a tenancy agreement that is inconsistent with this Act or the regulations is void.

11. Section 2 of the Act defines a "tenancy agreement: as a written, oral or implied agreement between a tenant and a landlord for occupancy of a rental unit.

12. Since section 116 contemplates a notice of rent increase and the requirements of the landlord to serve a proper approved notice, and since subsection 6.1(2) does not exempt the requirement for the proper notice, in accordance with subsection 4(1) of the Act, the email agreement must be void for not complying with section 116 of the Act.

13. The other argument of the Landlord relating to paying the increased rent for twelve consecutive months must also fail.

14. Section 135.1 of the Act states (1) an increase in rent that would otherwise be void under subsection 116(4) is deemed not to be void if the tenant has paid the increased rent in respect of each rental period for at least 12 consecutive months.

15. Subsection 135.1(2) further states that subsection (1) does not apply with respect to an increase in rent if the tenant has, within one year after the date the increase was first charged, made an application in which the validity of the rent increase is in issue.

16. The rent increase was first “charged” on April 1, 2023. The Tenant filed their application within one year after the increase was first “charged” on March 13, 2024.

17. Subsection 136(1) of the Act states that rent charged one or more years earlier shall be deemed to be lawful rent **unless an application has been made within one year after the date the amount was first charged and the lawfulness of the rent charged is in issue in the application.** (emphasis added)

18. Additionally, subsection 136(2) of the Act states that an increase in rent shall be deemed to be lawful **unless an application has been made within one year after the date the increase was first charged** and the lawfulness of the rent increase is in issue in the application. (emphasis added)

19. What is important here is that the Tenant did in fact file their application within one year of the date the amount was first “charged” and clearly the amount charged is in dispute.

20. Based on all of the above, I must find that the agreement to increase the rent on April 1, 2023 is void. Accordingly, on April 1, 2023 the rent ought to be $1,250.00 because the increase is void.

21. The Tenant paid the increased rent of $50.00 per month for the period of April 1, 2023 to June 30, 2024 as the N1 Notice Of Rent Increase (NORI) that was given to the Tenant in March of 2024 was for a July 1, 2024 effective date. This is a period of 15 months or an overpayment of $750.00 for that period in which the increase was void.

22. After rendering a decision in the hearing that the rent increase for 2023 was likely void, I proposed amending the Tenant’s application on my own motion pursuant to subsection 201(1)(f) of the Act and in accordance with Rule 15.4 of the Board’s Rules of Procedure to consider a higher amount than what was pled in the Tenant’s T1 application, which was for $225.00.

23. The Landlord was opposed to the amendment on the basis that they believed that the first increase was not illegal because the Tenant agreed to it and it was only after the Landlord tried the second time to increase the rent in the same way (by short email notice) that the Tenant challenged it the rent increase. They did not challenge the first increase, only the second one. And, because the Tenant challenged it, the Landlord submits that they properly served an N1 NORI, increased the rent by the guideline (2.5%) and gave the Tenant the required 90 days notice. The Landlord would not dispute the $225.00 as pled but would not agree to paying any additional amount.

24. Based on the NORI, the rent increased to $1,332.50 on July 1, 2024. Neither the Landlord nor the Tenant provided a copy of the NORI for me to consider. However, based on the submissions from the Tenant, stating it increased to $1,332.50 and the Landlords later

affirming this amount, on a balance of probabilities, the rent did likely increase to $1,332.50 on July 1, 2024.

25. It is hard to imagine how depriving the Tenant of the remedy of the overpayment of rent beyond the $225.00 claimed could possibly prejudice the Landlord to consider the higher amount. The T1 application puts the Landlord on notice that they are claiming the rent increase for April 1, 2023 as invalid. The Landlord is represented by a legal representative and ought to have been well advised on the issue regarding the rent increase and the potential consequences of the Board's findings.

26. The Tenant would be grossly prejudiced to be restricted to the lesser amount, and it would be contrary to the purpose of the Act and the remedial nature of the Act to protect tenants from unlawful rent increases to allow the Landlord to collect or retain the additional amount.

27. Having found that the increase was void for April of 2023, I find it appropriate, on my own motion, after considering the submissions of the parties, that the application is amended to reflect the amount that was overcharged to the Tenant to the higher amount of $750.00 for the period of April 1, 2023 to June 30, 2024.

28. With respect to the subsequent N1 NORI for July 1, 2024 for an increase to $1,332.50, I must also find that this is a void notice for the following reasons.

29. The Board approved form for a partially exempt unit covered by subsection 6.1(2) is an N2 NORI to be in accordance with subsection 116(3) of the Act, and not an N1 NORI.

30. Section 110 of the Act states that no landlord shall increase the rent charged to a tenant for a rental unit, except in accordance with the provisions regarding the General Rules Governing the Amount of Rent. The Board approved form under subsection 116(3) is within those rules.

31. N1 and N2 NORI's are substantially different and serve two different purposes. An N1 NORI for instance, notifies the tenant that a landlord must apply to the LTB for an increase in rent that is above the allowable guideline, while an N2 NORI provides notice that the guideline rent increase does not apply to the rental unit and a landlord can raise the rent by any amount. These forms are not interchangeable.

32. In the case before me, the N1 NORI is void because it is not on the correct form approved by the Board, being an N2 NORI.

33. Pursuant to subsection 116(4) of the Act, the increase in rent therefore void, and the landlord must give a new notice before the landlord can take the increase.

34. A rent increased rendered void under the Act is not just unlawful, it is a nullity like it never occurred (*Prince v Turnbull Grove Inc.* *2007 ONCA 408*). Hence, the Tenant is entitled to a full refund of illegal rent collected from the date of the void rent increase.

35. I accept that the Tenant has been paying the $1,332.50 since July 1, 2024. This is an increase of $82.50 per month for the period of July 1, 2024 to October 31, 2024. The parties at the hearing confirmed the Tenant was up to date on the rent as of the hearing date. I accept this, albeit the Tenant was more than up to date on their rent based on my

findings. This is a period of 16 months the Tenant was overcharged their rent. This translates into an overpayment of $1,320.00 in addition to the $750 paid for the period of April 1, 2023 to June 30, 2024.

36. The total amount the Landlord must pay to the Tenant for the illegal rent increases is $2,070.00.

<u>T6 Application</u>

37. The Tenant alleges that the Landlord breached their maintenance obligations with respect to an issue with the air conditioning unit. They allege that the Landlord failed to remedy an issue with a leak in the air conditioner which caused water to drain down the wall which damaged a television that was provided by the Landlord.

38. In remedy, the Tenant seeks the costs to install a new bracket for the television the Tenant purchased on or about September 25, 2023 in the amount of $155.00. This includes the cost of a wall mount of $35.00 and the cost to install it at $120.00.

39. At the hearing the Tenant confirmed that the issue with the leak was resolved as of June 21, 2022. That on August 27, 2023 the Tenant let the Landlord know it was not leaking since the Tenant had drained the air conditioning unit.

40. The issue with the Tenant's application is that their confirmation of when the leak was resolved was more than one year prior to the time the Tenant filed their application (March 13, 2024). On this basis, pursuant to subsection 29(2) of the Act, the Tenant is out of time to seek a remedy for the issue.

41. Even if I am wrong and I consider the Tenant's request to have the Landlord pay for the cost of the replacement bracket for the television, I am unable to find that the Landlord should pay this amount.

42. The Tenant's evidence at the hearing is that they needed to replace the bracket because the new TV that was given to them by their mother was a larger TV and this was the reason the bracket needed to be replaced. The issue with the leak is way too remote to consider this remedy for the Tenant as the issue with the air conditioning leak, according to the Tenant's evidence, was that it was resolved in 2022.

43. On this basis, the Tenant's T6 application is dismissed.

44. Since the Tenant is partially successful on the application and they paid $48.00 for the cost of filing the application, and since I have found the T1 application successful, I believe half of the filing fee reimbursement is appropriate.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is $2,094.00. This amount represents:

   - $2,070.00 for excess rent collected.
   - $24.00 for the cost of filing the application.

2. The Landlord shall pay the Tenant the full amount owing by January 16, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by January 16, 2026, the Landlord will owe interest. This will be simple interest calculated from January 17, 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.

January 5, 2026
Date Issued

Terri van Huisstede
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.