



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-104463-24

In the matter of: 245 BILLIARDS WAY
SUDBURY ON P3E0G5

Between: ANUSHA VEGINETI Landlord

And

KATHY LEMEGA Tenant

ANUSHA VEGINETI (the 'Landlord') applied for an order to terminate the tenancy and evict KATHY LEMEGA (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 22, 2025.

The Landlord, the Landlord's Legal Representative Jennifer Murray, the Tenant's Legal Representative JJ Primeau and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$3,300.00. It is due on the day 1st of each month.
4. The Tenant disputed the arrears and states the monthly rent should remain at \$2,767.00, as the Landlord failed to provide prior notice of a rent increase.

Landlord's Evidence

5. The Landlord relied on a copy of an N2 Notice of Rent Increase dated July 22, 2024, which was filed into evidence (page 30 of the Landlord's Evidence). She relied on this document as proof that lawful notice of rent increase had been given to the Tenant.

6. The Landlord did not provide any independent or contemporaneous evidence establishing that the N2 Notice was served on the Tenant. She failed to prove how and when the N2 was served.
7. Instead, the Landlord relied primarily on a text message exchange after July 22, 2024, which the Landlord claims that she had provided the Tenant with the 90 days notice. No where in the text messages did not state that the N2 form was physically delivered, left at the rental unit, mailed, or otherwise served upon the Tenant. It appears throughout the hearing that the Landlord's position was that a verbal discussion of rent increase, together with her belief notice had been given was sufficient evidence to establish the N2 Notice was served in accordance with the 'Act'.

Tenant's Evidence

8. The Tenant testified that she has resided in the rental unit since June 2021 and has paid rent consistently on time.
9. On or about July 22, 2024, the Tenant stated that the Landlord attended the rental unit unannounced, and she was advised verbally by the Landlord rent would be increased to \$3,300.00 per month, as the residential complex was constructed after 2018.
10. Ms. Lemega stated that no written notice was handed to her, no document was left at her rental unit, and no notice was mailed, emailed, or otherwise served to her.
11. The Tenant filed into evidence the same a series on text messages between herself and the Landlord following July 22, 2024. I will note in these messages the Landlord advised the Landlord that she required written notice of rent increase on the proper LTB form before any increase could take into effect. Further, the Tenants stated that upon receipt of a valid notice within the statutory time, she would pay the increased rent.
12. I find that these messages demonstrate that the Tenant was not refusing to pay rent, but instead seeking confirmation that the Landlord complies with the requirements of the 'Act' when serving a rent increase. Additionally, the timing of these messages support the Tenant's testimony that no written N2 notice had been served.
13. The Tenant again raised the issue in November 2024, after the Landlord had questioned her why the increased rent was not paid.

Analysis

14. When I examine the evidence presented by both parties, I find that the Landlord verbally discussed a rent increase on July 22, 2024. The Landlord's own text messages confirm that she relied on a verbal notice and despite the Tenant repeatedly requesting for proper written notice, the Landlord failed to introduce any evidence to support service of the N2 Notice. I do not accept that the mere existence of a completed N2 Notice proves service.
15. Section 191 of the *Residential Tenancies Act* sets out a list of the permitted methods of service by which a landlord may serve a notice or document on a tenant. These methods include:

- Personal delivery to the tenant
 - Placing the document in the tenant's mailbox or mail slot at the rental unit
 - Mailing the document to the rental unit
 - Courier delivery
 - Electronic service only where the tenant has consent
 - Any other method specifically authorized by the Act or the Board's Rules.
16. Section 191 does not permit service of a Notice of Rent increase by verbal communication, whether in person, by telephone, or otherwise.
17. The onus rests entirely on the Landlord to establish, on a balance of probabilities, that service of the rent increase was affected in compliance with section 191. The Tenant is not required to prove non-service, rather the Landlord must prove proper service.
18. In this case, the Landlord did not provide any evidence that the N2 Notice was, personally delivered to the Tenant, placed in the Tenant's mailbox or mail slot, mailed or couriered to the rental unit, emailed to the Tenant, or served by any other method permitted by the Act of the Board's Rules.
19. The Landlord relied on a prior verbal discussion, coupled with subsequent text messages asserting that 90 days notice had been given. This does not satisfy the service requirements of section 191. Text messages asserting that notice was given is not evidence that the statutory method of service was actually carried out. The Landlord provided no evidence of how or when the N2 was served on the Tenant.
20. Even where a rental unit is exempt from rent control, the Landlord must still use the correct form (N2) and properly serve the notice.
21. Section 116 (1) of the 'Act', requires that a landlord must give at least 90 days written notice of a rent increase.
22. Section 116(4) of the 'Act' states that a rent increase is void if the notice requirements are not met.
23. For all the reasons given above, I find that no valid Notice of Rent Increase was served. The alleged increase to \$3,300.00 is void, and the lawful rent remains \$2,767.00. Because the rent increase was not lawfully implemented, the arrears claimed are based entirely on an illegal rent increase. I find that no rent arrears are owing. The Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.
2. The lawful monthly rent remains \$2,767.00 unless and until a valid Notice of Rent Increase is served in accordance with the *Residential Tenancies Act*.

January 20, 2026
Date Issued

Anthony Bruno
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.