



**Order under Section 87 / 88.2 / 89 / 88.1  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-008278-25

**In the matter of:** 18 SLACK LANE  
CALEDON ON L7C4H2

**Between:** Rajdeep Singh Brar Landlord

**And**

Matthew Jones Former Tenants  
Victoria Weischedel

On January 30, 2025, Rajdeep Singh Brar (the 'Landlord') applied for an order requiring Matthew Jones and Victoria Weischedel (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe. (L10 application)

As part of the L10 application, the Landlord also applied for an order requiring the Former Tenants to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenants' conduct or that of another occupant of the rental unit or someone the Former Tenants permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

Also in the L10 application, the Landlord applied for an order requiring the Former Tenants to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Finally in the L10 application, the Landlord applied for an order requiring the Former Tenants to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This L10 application was heard by videoconference on December 22, 2025.

The Landlord, the Landlord's Legal Representative, Reginald Bent, the Former Tenants and the Former Tenants' Legal Representative, Bruce Parsons, attended the hearing.

**Determinations:**

1. Before me, the parties reported on the results of their private breakout room discussions, which in effect narrowed the scope of claims in the L10 application. Specifically, they confirmed they had agreed that \$214.51 were owing by the Former Tenants to the Landlord in respect of outstanding utility costs. Further, the Landlord confirmed she was withdrawing her claims about undue damages and substantial interference, and that legal fees would be withdrawn (i.e. filing fees) as well. The Former Tenants were not opposed to this. Finally, the parties confirmed the termination date of the tenancy was indeed January 31, 2024. This left the single claim relating to rent/compensation to be heard at this merits hearing.

*Rent and daily compensation owing*

2. The Landlord submitted a tabled summary as exhibit LL#1 into evidence, to support the consented-to amount of utility costs owing and the claimed \$8,800.00 owing for the 4-month period October 1, 2023 to January 31, 2024.
3. There was no last month's rent deposit.
4. As explained below, the Landlord did not prove the allegations contained in the L10 application on a balance of probabilities. Therefore, that portion of the L10 application relating to rent/compensation is denied/dismissed.
5. I am satisfied that the Landlord served the Former Tenants with the L10 application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
6. I am also satisfied that the Landlord served the Former Tenants with the L10 application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
7. These documents were served on July 7, 2025 by email, which was a consented-to form of communication under the parties' tenancy agreement.
8. The L10 application was filed just within one year after the Former Tenants ceased to be in possession of the rental unit.
8. The following is a summary of the parties' evidence.
9. The lawful rent under the tenancy was \$2,750.00. I was informed the rent was due on the 1<sup>st</sup> day of each month.
10. The Landlord testified she served an N2 notice of rent increase on the Former Tenants on June 24, 2023 by depositing the N2 in the Former Tenants' mailbox/slot. She led exhibit LL#2 into evidence, which is a copy of the N2 she testified she served. The Landlord confirmed LL#2 set out a new rent of \$4,950.00 (an increase of \$2,200.00) starting on October 1, 2023, and she submitted the rental unit falls into the partial exemption of subsection 6(1) to 6(4) of the *Residential Tenancies Act, 2006* (the 'Act'). The Former Tenants agreed to or accepted that the rental unit was partially exempt, so I accepted that as a fact *prima facie*.

11. Notably, the N2 in LL#2 stated the Landlord's address was in Brampton (the 'N2 Brampton' notice).
12. The Landlord explained there was another June 24-2023 dated N2 notice that was never served on the Former Tenants but erroneously surfaced during another LTB case (a T2 application) when she disclosed that N2 as possible evidence. That other N2 stated the Landlord's address was in Guelph (exhibit LL#3 and referred to as the 'N2 Guelph' notice). She explained that her home address at the time of service was in Brampton, and she mistakenly thought that if she had served the N2 Guelph notice, that notice would have been fatally flawed. When later disclosing possible evidence for the T2 case, she mistakenly produced the N2 Guelph notice instead producing the N2 Brampton notice.
13. During cross-examination, the Landlord testified she never followed up on her June 24, 2023 service, confirming for example, she never sent any talk with, or sent follow-up emails, to the Former Tenants about the N2 notice. Her reasoning was that she had decided to focus only on an N12 notice she had also served separately, and further, she was selling a Guelph home, had a sick infant to deal with and simply wished to minimize contact with the Former Tenants because of a deterioration in their relationship.
14. The Landlord was shown exhibit TT#1, which is a copy of the 2023 rent receipt (in the form of an invoice) and she explained no rent increase was shown as the receipt only set out the rents the Former Tenants had actually paid in the 2023 calendar year.
15. The Landlord was also shown exhibit TT#2, which was taken from the Landlord's disclosure comprising a copy of an N2 notice, photos of service and a certificate of service— the Landlord confirmed the contents of TT#2 were aimed to prove the N2 Brampton notice was served (photos) on June 24, 2023.
16. The Landlord also led exhibit LL#4 into evidence as support for her testimony, which she said was her January 4, 2024 reply about claims in VW's December 28, 2023 email.
17. The Former Tenant VW testified the Tenants were never served any N2 notice by the Landlord. Further, VW testified that the Former Tenants were never informed in any communication that there was an increase in rent taking effect on October 1, 2023 and they were never told they owed any rent amounts up to January 31, 2024.
18. VW testified that the first time the Former Tenants ever were shown an N2 notice was in July 2024 when the disclosure under their T2 case produced the N2 Guelph notice that was appended to the legal file which the Former Tenants also received.
19. VW testified that the photos of a McCafe promotion for a one-time promotional offer by "SampleSource" appearing in TT#2 was a "one-time" promotion she received in late September 2023 and which she acted on in October 2023. She testified this promotion was never offered to her earlier but only came to her once she accessed the website identified in the TT#2 "SampleSouce" material. To show the email communications she had with "SampleSource", VW submitted exhibit TT#3 into evidence.
20. VW was cross-examined and responded to questions regarding the "Special VIP" member status she purportedly had (TT#3), the accuracy of the 2023 rent receipt (TT#1) and whether she believed a rent increase was a negotiation of sorts.

21. I was given opposite, conflicting testimonies on the question of whether an N2 notice was served. The Landlord affirmed she served an N2 notice (LL#2 and TT#2 which included a Landlord-signed certificate of service) on June 24, 2023 for an October 1, 2023 increase, and the Tenants denied ever receiving that N2 notice or any N2 notice until July 2024 (when disclosure was provided for a T2 application).
22. When two parties offer conflicting testimonies -- which is often referred to as a "he said, she said" case, the one who is making the claim has the burden to prove that claim. As stated by Cory, J. in a well-known criminal case before the *Supreme Court of Canada* ('SCR'), *R. v. W.(D.)*, 1991 CanLII 93 (SCC), [1991] 1 S.C.R. 742, "one must determine if, having considered the evidence as a whole, the burden of proof has been met by the party with that burden".
23. As such, I turned to the evidence proffered by the parties to make my findings of fact and I believe the Landlord failed in meeting the burden under the SCR decision. Stated another way, I was not persuaded by the Landlord on a balance of probabilities that an N2 notice was served on the Former Tenants as claimed, and so no increase lawfully took place.
24. The Landlord admitted she never really followed up after she served the N2 notice. The N2 notice (LL#2) shows the claimed intended increase was an 80% rent increase. I would think that if an N2 like this were in play that any landlord would normally in the course of time follow-up with his/her tenants to make sure the large rent increase took place. I heard the Landlord's stated reasoning for her not following up, but she did send an email in early January 2024 (LL#4) which seems to suggest they were communicating by email at the very least. Somewhere along the way, a follow-up email or an N4 notice for arrears of rent would have easily flagged the rent increase and/or the expectation that an arrears of rent payment was needed. None of this happened.
25. The Landlord's exhibit LL#4 that was supposed to support her testimony was in fact devoid of any mention of "rent". I reviewed LL#4 and nowhere in her January 4, 2024 email did the Landlord mention rent in any context. In fact, the Landlord only mentions "outstanding costs" (from the Former Tenants' own claims of costs) and then says indefinitely she has "outstanding items" to finalize with the Former Tenants at the end of tenancy. This falls well short of being proof she told/notified the Former Tenants of an increased rent.
26. I find the invoice form used to provide a rent receipt for 2023 (TT#1) omitted any mention of charged rent. As the Landlord used an invoice form, this would have been an appropriate or reasonable form to show the rent of \$2,750.00 being charged for 9 months and then to show \$4,950.00 as being charged for the last quarter 2023. Instead, the Landlord showed \$2,750.00 being charged by her for all 12 months, and that the Former Tenants paid all 12 months, leaving a zero balance. I find this belies directly or does not support any claim of an N2 notice being served for a new rent of \$4,950.00.
27. Finally, I view the McCafe promotion (TT#2) as casting additional doubt on the claim an N2 notice being served on June 24, 2023. VW affirmed her partaking of the "one-time" offer came from the "SampleSource" flyer appearing in the Landlord's proof of service photos. TT#3 clearly shows that VW initiated her acceptance of the McCafe promo on September 28, 2023, which was 3 months after June 24, 2023. While I cannot say with certainty that the promotion sat with VW for 3 months before activating the offer, I can say that it is more likely than not that promotions like the McCafe one are only valid for a limited time,

meaning that the Former Tenants would have likely had a couple or few weeks to activate that offer. The Landlord questioned VW about her status being that of a “VIP” for the promo but nothing in her answers created any crack or inconsistency in VW’s submissions.

28. All taken together, I find the N2 notice was not served as the Landlord claims it was. I cannot say with any certainty that it was never served but even if it had been, I do find with certainty that the Landlord never took any action that would be consistent with a landlord who had served a notice for an 80% increase. The Landlord here never mentioned a rent increase of any specific amount to the Former Tenants, neither verbally nor in any written communication that was adduced into evidence for me to consider.
29. I did not undertake any analysis on the two different N2s, i.e. the N2 Brampton (LL#2) and N2 Guelph (LL#3) notices. I understand the Former Tenants wanted to cast further doubt that there was possible confusion and/or possible misinformation about the N2 notice and its service as a whole, but I was satisfied the above analysis in paragraphs 24 to 28 was enough for me to reach the balance of probabilities threshold..., in the Former Tenants’ favour. Consequently, the Landlord’s rent/compensation claim is denied.

**On consent of the parties, it is ordered that:**

1. The Landlord withdraws any claim respecting undue damage, substantial interference and legal fees.
2. The Former Tenants shall pay to the Landlord \$214.51, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of unpaid utility costs.
3. If the Former Tenants do not pay the Landlord the full amount of \$214.51 owing on or before February 9, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from February 10, 2026 at 4.00% annually on the balance outstanding.

**It is ordered that:**

4. The Landlord’s claim for rent and compensation owing up to January 31, 2024 is denied.

**January 29, 2026**  
**Date Issued**

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Alex Brkic  
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.