



## **Order under Section 135 Residential Tenancies Act, 2006**

**File Number:** LTB-T-070902-25

**In the matter of:** 169 WEST 23RD STREET  
HAMILTON ON L9C4V8

**Between:** CHRISTINA FRANCE Tenants  
CHRIS FRANCE

**And**

NAVTEJ SEKHON Landlord

CHRISTINA FRANCE and CHRIS FRANCE (the 'Tenants') applied for an order determining that NAVTEJ SEKHON (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 6, 2026.

The Landlord and the Tenants attended the hearing.

### **Determinations:**

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must return to the Tenants \$1,200.00.
2. The Landlord collected rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act').

### **Facts:**

3. The facts were essentially undisputed.
4. The Tenants moved into the rental unit on May 1, 2019.
5. During their tenancy, the Landlord increased the rent several times. The issue in this application is the latest rent increase which occurred on September 1, 2024.
6. From May 1, 2023, the Tenants paid to the Landlord \$2,500.00 per month. As of September 1, 2024 the Landlord increased the monthly rent by \$300.00 to \$2,800.00. The Tenants paid this increased rent for four months, from September 1, 2024 up to and including December 31, 2024.

7. On October 15, 2024 the Tenants gave the Landlord a notice of termination Form N(9) with the termination date of December 31, 2024 by mailing it to the address provided in the lease for serving documents. The Tenants moved out of the rental unit on December 9, 2024. The Tenants paid rent up December 31, 2024.
8. The Landlord did not dispute that he increased the rent in September 2024 by \$300.00. The Landlord's explanation was that the Tenants moved in a roommate, and as the Landlord paid for the utilities, he incurred additional costs.
9. The Landlord denied having received the Tenants' Form N9 notice of termination, and was not aware that the Tenants planned to move out in December 2024.
10. Although, I am satisfied that the Tenants gave the Landlord the N9 notice of termination in accordance with the Rules; that is not relevant in this application.
11. The issue in this application is whether the Landlord charged the Tenants illegal rent.

The Law:

12. Pursuant to section 111 of the Act:

No landlord shall charge rent for a rental unit in an amount that is greater than the lawful rent.

13. Section 116(1) of the Act states that:

A landlord shall not increase the rent charged to a tenant for a rental unit without first giving the tenant at least 90 days written notice of the landlord's intention to do so

14. Section 120 of the Act states that:

No landlord may increase the rent charged to a tenant, or to an assignee under section 95, during the term of their tenancy by more than the guideline.

15. Section 135 (1):

A tenant or former tenant of a rental unit may apply to the Board for an order that the landlord, superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act.

16. Section 135.1:

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.

Analysis:

17. The issue to be determined in this application is whether or not the Landlord charged the Tenants illegal rent.
18. Based on the evidence before me, I am satisfied that the Landlord charged the Tenants illegal rent.
19. Pursuant to section 120 of the Act, landlords may not increase the rent more than the guideline. The guideline increase in 2024 was 2.5%. The maximum rent increase would be \$62.50. The rent increase of \$300.00 is way above the rent increase permitted by the guideline.
20. Moreover, the Landlord did not give the Tenants a notice of rent increase pursuant to section 116(1) of the Act, which requires at least 90 days written notice.
21. The Tenants only paid the increased rent for four months, and as such, are permitted to bring this application pursuant to sections 135 and 135.1 of the Act.
22. The Act does not permit landlords to increase rents because a tenant moves in a roommate.
23. In the result, the Landlord shall be ordered to return \$1,200.00 to the Tenants.

**It is ordered that:**

1. The total amount the Landlord shall pay the Tenants is \$1,200.00. This amount represents:
  - \$1,200.00 for excess rent collected.
2. The Landlord shall pay the Tenants the full amount owing by February 13, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by February 13, 2026, the Landlord will owe interest. This will be simple interest calculated from February 14, 2026 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

**February 2, 2026**

**Date Issued**

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Jana Rozehnal

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.