



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-096638-25

In the matter of: #Main, 16 MELODY RD
NORTH YORK ON M9M1C7

Between: Mohammad Adnan Syed Landlord

And

Eyup Aktan Tenant
Gulbahar Aktan

Mohammad Adnan Syed (the 'Landlord') applied for an order to terminate the tenancy and evict Eyup Aktan and Gulbahar Aktan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 26, 2026.

Only the Landlord attended the hearing.

As of 1:43 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) the Landlord gave the Tenant on September 8, 2025, is invalid because it claims unlawful rent.
2. The N4 Notice states that the monthly rent is \$2,775.00 for the period from October 15, 2025, to November 14, 2025.
3. The Landlord testified that at the start of the tenancy on January 5, 2025, the lawful monthly rent was \$2,650.00. They later entered into a new lease agreement on August 17, 2025, to increase the rent to \$2,775.00. The Landlord testified that the rent was to go back retroactively to January 2025 as per the agreement because there was an additional tenant living in the rental unit. The Landlord submitted copies of the original lease agreement and the amended lease agreement into evidence.

4. During the hearing, it was noted on the Landlord's ledger that the Tenant paid \$2,650.00 and never the increase of \$2,775.00.
5. The rent increase the Landlord attempted to impose is illegal because it was not in accordance with the rent increase rules contained in the *Residential Tenancies Act, 2006* (the 'Act').
6. Section 116 of the Act states that 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, and also states that the notice shall be in a form approved by the Board and shall set out the landlord's intention to increase the rent and the amount of the new rent.
7. In this case, there is no dispute that the Landlord did not provide the Tenant with a written notice of rent increase using a Board approved form before imposing any of the rent increases.
8. Subsection 120(1) of the Act states the following:

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, except in accordance with section 126 or 127 or an agreement under section 121 or 123.

9. Section 121 of the Act states the following:

1) A landlord and a tenant may agree to increase the rent charged to the tenant for a rental unit above the guideline if,

(a) the landlord has carried out or undertakes to carry out a specified capital expenditure in exchange for the rent increase; or

(b) the landlord has provided or undertakes to provide a new or additional service in exchange for the rent increase.

2) An agreement under subsection (1) shall be in the form approved by the Board and shall set out the new rent, the tenant's right under subsection (4) to cancel the agreement and the date the agreement is to take effect.

3) A landlord shall not increase rent charged under this section by more than the guideline plus 3 per cent of the previous lawful rent charged.

10. While the Landlord asserted that the rent increase was due to an additional person staying in the rental unit, there was no evidence before me the Landlord and Tenants' agreement to increase the rent was pursuant to section 121 of the Act. In any event, the rent increase was more than the guideline for 2025.
11. While the Tenant may have agreed to the rent increase, this does not make an otherwise unlawful rent increase lawful. Subsection 3(1) of the Act states the following:

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.

12. Pursuant to section 3 of the Act parties cannot simply agree to a rent increase that is in excess of an increase permitted in the Act. This would be inconsistent with the purpose of the Act, which is to protect residential tenants from unlawful increases.
13. The Court of Appeal for Ontario in the *Honsberger v. Grant Lake Forest Resources Ltd.*, 2019 ONCA 44 confirmed the once a tenancy has started, all rent increases must be in accordance with the Act's rent increase rules, and those rules apply even if the parties to an existing tenancy enter into a new tenancy agreement.
14. Section 135.1 (1) of the Act states: 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. 2020, c. 16, Sched. 4, s. 24.
15. Section 135.1 (1) does not apply in this situation because the Tenant didn't pay any of these increase amounts for at least twelve months. This was noted in the Landlord's ledger he submitted as evidence.
16. Given the above, I find that all of the rent increases are invalid because the Landlord failed to serve valid notices of rent increase, and the increase were greater than the annual guideline amount. Increasing the rent because another person stays in the rental unit is not a lawful basis for a rent increased under the Act. Therefore, I find that the lawful rent for the unit continues to be \$2,650.00.
17. Consequently, the N4 Notice served on the Tenants is invalid. Since the amount of the rent charged in the N4 notice is incorrect, I find that the N4 notice is defective as it does not comply with s. 59(2) of the Act. The Act requires the N4 set out the correct amount of rent due under the tenancy agreement, which the N4 subject to this proceeding does not. The reason the amount in the N4 Notice must be correct is because the Tenant must have a fair and meaningful opportunity to pay the amount owing to void the notice, and to do so they need to know the correct amount owing.
18. Therefore, I am dismissing the Landlord's application on the ground that the N4 is defective and does not comply with the statutory requirements.
19. This order contains all the reasons within it and no further reasons will be issued.

It is ordered that:

1. The Landlord's L1 application is dismissed.

January 30, 2026
Date Issued

Teresa Hunt
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.