Order under Section 135
Residential Tenancies Act, 2006

Citation: Alexander v Churchstation Charitable Foundation, 2026 ONLTB 10640
Date: 2026-02-03
File Number: LTB-T-054424-23

In the matter of: 807, 345 DUFFERIN ST
TORONTO ON M6K3G1

Between: Velrina Alexander — Tenant

And

Churchstation Charitable Foundation — Landlord

Velrina Alexander (the 'Tenant') applied for an order determining that Churchstation Charitable Foundation (the 'Landlord') collected or retained money illegally.

This application was resolved by order LTB-T-054424-23 issued on February 25, 2025.

On March 26, 2025, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On March 27, 2025, interim order LTB-T-054424-23-RV-IN was issued, staying the order issued on September 19, 2024 and directing a hearing of the Landlord’s request for review.

The request for review was heard by videoconference on May 26, 2025.

On May 27, 2025, interim order LTB-T-054424-23-RV-IN2 was issued, granting the Landlord’s review request and directing the T1 application to be heard *de novo*.

This application was heard *de novo* by videoconference on July 16, 2025 and November 3, 2025.

The Landlord’s Agents, Joy Thomas and Helenka Renteria (“HR”), the Landlord’s Legal Representative, Eric Steinman, the Tenant’s Legal Representative, Samuel Mason, and the Tenant attended the hearing on July 16, 2025.

The Landlord’s Agent, HR, the Landlord’s Legal Representative, Eric Steinman, the Tenant’s Legal Representative, Samuel Mason, and the Tenant attended the hearing on November 3, 2025.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant $1536.00.
2. The Tenant testified that she moved into the rental property when the building was built in 1986. The Tenant testified that there was no subsidy when the tenancy commenced and when the subsidy program became available, the Tenant applied and was granted.
3. The Tenant testified that she understands that the subsidy was based on her income.
4. The Tenant testified that she received a letter on September 8, 2022 notifying her that the monthly rent was increasing to $1375.00 effective October 1, 2022 and asking for the Tenant to top up the last month's rent deposit.
5. The Tenant testified that she was previously paying $1010.00.
6. The Tenant testified that she subsequently received a notice of rent increase ("N1") increasing the monthly rent to $1409.00 effective January 1, 2023 and a N1 increasing the monthly rent to $1444.00 effective October 1, 2023.
7. HR testified that the Landlord is a non-profit organization and that the rental assistance program is offered to eligible tenants and funded privately by the Landlord's Board of Directors.
8. HR testified that market rent is indicated on the N1s and the N1s are calculated with the guideline increase and served at least 90 days before the effective date.
9. HR testified that the Landlord is honoring the rental assistance program granted to tenants but no longer offers new tenants the opportunity to apply for the program.
10. HR testified that the market rent for the rental unit was $1375.00 in September 2022 and that the subsidy was $365.00, resulting in the Tenant having to pay $1010.00.
11. There is no dispute that the Tenant has been paying the Landlord the amount the Landlord has requested.

Analysis

12. The Tenant alleges that the Landlord illegally increased the monthly rent to $1010.00 to $1375.00 effective October 1, 2022 and that the lawful rent is $1010.00.
13. The Landlord argues that the lawful monthly rent is not the subsidized amount and that the Landlord is permitted to revoke the subsidy at the Landlord's discretion based on the Tenant no longer being eligible due to an increase in the household income.
14. Based on the submissions before the Board, I find that the Landlord is subject to the rules relating to rent pursuant to the *Residential Tenancies Act*, 2006 (the "Act"). I say this for the following reasons.
15. Section 3 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.

16. While there are certain exemptions where the Act, or parts of the Act, does not apply to rental units, the Landlord Legal Representative did not submit that the Landlord was exempt pursuant to the provisions found in sections 5 to 7 of the Act. The Landlord is also not exempt pursuant to the provisions found in section 8(1) as the Landlord is a private organization and not publicly funded.

17. I disagree with the Landlord Legal Representative's submission that section 203.1 of the Act is applicable in this case because the Landlord is a charitable housing provider. Section 203.1 of the Act precludes the Board from making determinations or reviewing decisions in respect of a co-op's housing charges and/or subsidies.

18. Section 2 of the Act defines a "non-profit housing co-operative" as a non-profit housing co-operative under the *Co-operative Corporations Act.* There is no dispute that the Landlord is not a co-op. HR acknowledged that the Landlord is not co-op in her testimony. The Board is a creature of statute and has only the jurisdiction conferred on it by the Act. I have no jurisdiction to read the Landlord into section 203.1 nor do I find it appropriate to compare the Landlord to a co-op. Other than the Landlord being non-profit, there is no evidence before me that the Landlord shares any other similar attributes that co-ops possess. As such, I find that the Landlord is subject to the rent rules pursuant to the Act and the Board has jurisdiction to make determinations regarding the subsidy.

19. That being said, I agree with the Landlord's submissions that the Landlord has the ability to revoke the subsidy and that the lawful rent is the amount stated on the N1s.

20. Under section 2 of the Act, rent is defined as the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to a landlord or the landlord's agent for the right to occupy a rental unit and for any services and facilities and any privilege, accommodation or thing that the landlord provides for the tenant in respect of the occupancy of the rental unit.

21. The Tenant acknowledged that she was aware of the subsidy being dependent on the household income. The Tenant testified that she understood the market rent as stated on the N1s to be higher than the subsidized rent as the process was that she provides her financial information to the Landlord on an annual basis to obtain the subsidy amount, if any. The Tenant stated that she did not remember the 2022 N1 but acknowledged she received the N1s for previous years. This leads me to believe that the Tenant was fine with the market rent on the N1s until the Landlord decided to revoke the subsidy.

22. Based on the evidence before the Board, I find the lawful monthly rent is the rent on the N1s and that the subsidy is akin to the Landlord paying a portion of the rent or voluntarily waiving a portion of the rent due to the Tenant's circumstances. There is no evidence before the Board to suggest that the Landlord informed the Tenant that the amount she pays is the lawful monthly rent.

23. What the Tenant pays the Landlord is not determinative of the lawful rent, in my view, especially since the Landlord serves the Tenant with N1s and requires the Tenant to submit information in order to be considered for a possible subsidy. As noted in the definition for rent, rent includes consideration paid by or on behalf of a tenant. I find that the subsidy is rent paid to the Landlord on behalf of the Tenant by the Board of Directors.

24. With regards to the N1s, I accept the Landlord's evidence that the N1 (DOC-6714546) with the rent increasing to $1375.00 effective January 1, 2022 was served to the Tenant on October 1, 2021. HR's testimony with regards to the service of the N1s was clear and detailed. The increase was the guideline increase and provided to the Tenant at least 90 days before the date of the rent increase. There is no evidence to suggest that the rent increase occurred less than 12 months before the previous increase. As such, I find this rent increase to be in compliance with the Act and valid. The lawful monthly rent, effective January 1, 2022, is $1375.00. The Landlord's decision to revoke the Tenant's subsidy of $365.00 effective October 1, 2022 was not a rent increase.

25. Similarly, I find the N1 increasing the rent to $1409.00 effective January 1, 2023 to be valid. The increase was the guideline increase, effective 12 months after the previous increase, and provided to the Tenant at least 90 days before the date of the rent increase.

26. The Landlord subsequently served the Tenant an N1 increasing the rent to $1444.00 effective October 1, 2023. In applying section 119(1) of the Act, I find that this N1 is void as the increase was not more than 12 months after the rent increase effective January 1, 2023. The Landlord provided no explanation on why they served this N1 effective October 1, 2023.

27. I reject the Landlord's Legal Representative's submissions that the Landlord's rent increases would be valid as the Tenant has been paying the increased rent for more than 12 consecutive months. Section 135.1(2) and 136(1) clearly indicates that the increases are saved only if the Tenant does not make an application within one year after the amount was first charged to challenge the increase. In this case, the Tenant filed their application on September 22, 2023 to contest the Landlord's rent increases.

28. As the N1 effective October 1, 2023 is void, the N1s that followed it served for 2024 and 2025 are invalid.

29. Therefore, I find that the lawful monthly rent from January 1, 2022 to December 1, 2022 to be $1375.00 and the lawful monthly rent from January 1, 2023 to present to be $1409.00. The Landlord is ordered to pay the Tenant the excess rent paid from October 2023 to November 2025 in the amount of $1488.00, as per the following calculations.

    For October 2023 to September 2024 - $35.00 a month for 12 months = $420.00

    For October 2024 to September 2025 - $71.00 a month for 12 months = $852.00

    For October 2025 and November 2025 - $108.00 a month for 2 months = $216.00

30. Given that the hearing was in November 2025, the Board has no way to confirm how much the Tenant paid for rent, if any, for December 2025 to February 2026. The Landlord should refund the Tenant the excess payment for these months if the Tenant paid more than the lawful monthly rent of $1409.00.

31. As the Tenant's application is successful, the Tenant is entitled to reimbursement for the costs of filing the T1 application in the amount of $48.00.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is $1536.00. This amount represents:
    - $1488.00 for excess rent collected.
    - $48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 14, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 14, 2026, the Landlord will owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by February 14, 2026, the Tenant may recover this amount by deducting $400.00 from the rent each month from March 2026 to May 2026 and $336.00 in June 2026.

February 3, 2026
Date Issued

Vicky Liu
Member, Landlord and Tenant Board

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