



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-090828-25

In the matter of: Basement, 27 ALBION CRES
BRAMPTON ON L6T1L3

Between: AAMIRA SHERWANI Landlords
TABASSUM KARAMAT

And

Oluwatosin Adeolayusuf Tenant

AAMIRA SHERWANI and TABASSUM KARAMAT (the 'Landlords') applied for an order to terminate the tenancy and evict Oluwatosin Adeolayusuf (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 14, 2026.

The Landlord, Aamira Sherwani, the Landlords' Legal Representative, Kush Gupta and the Tenant attended the hearing.

Determinations:

1. The Landlords 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.

What is the Lawful Rent

3. The Tenant submits that the Landlords unlawfully increased the rent from \$1,550.00 to \$1,700.00 effective July 2023.
4. Section 135.1 of the *Residential Tenancies Act, 2006* (the 'Act') states:

135.1(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 increase in respect of each rental period for at least 12 consecutive months.

5. The Landlord, Aamira Sherwani ('AS') testified that they increased the rent to \$1,700.00 pursuant to a mutual agreement with the Tenant.
6. The Tenant did not dispute that despite not receiving a valid notice of rent increase, increasing the rent to \$1,700.00, she has paid the increased rent of \$1,700.00 since July 2023.
7. Pursuant to section 135.1 of the Act, even if the Landlords increased the rent without serving the Tenant with a lawful notice of entry, the otherwise unlawful rent is deemed to be valid if the tenant pays the increased rent for a period of one year without filing an application with the Board challenging the lawfulness of the increase.
8. As the Tenant paid the increased rent of \$1,700.00 for a period of one year and did not bring an application challenging the lawfulness of the rent, I find the rent increase to \$1,700.00 effective July 2023 to be valid pursuant to section 135.1 of the Act.
9. It was undisputed that the Landlords subsequently served the Tenant with a notice of rent increase on June 21, 2025 increasing the rent to \$1,742.50 effective October 1, 2025.
10. The notice of rent increase effective October 1, 2025 complies with sections 116 and 120 of the Act which state:

116 (1) 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 (N1) notice of the landlord's intention to do so...

...(3) 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.

120 (1) 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.

11. The lawful rent is \$1,742.50. It is due on the 1st day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$57.29. This amount is calculated as follows: \$1,742.50 x 12, divided by 365 days.
13. The Tenant has paid \$5,100.00 to the Landlords since the application was filed.
14. The rent arrears owing to January 31, 2026 are \$170.00.
15. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlords collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

17. Interest on the rent deposit, in the amount of \$142.24 is owing to the Tenant for the period from September 1, 2021 to January 14, 2026.
18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.
19. The Landlords sought termination of the tenancy. However, the rent arrears are low at \$170.00 and arise out of a dispute with regards to the lawful rent increase. I find that it would not be unfair to grant relief from eviction in the circumstances given the low amount of the arrears.
20. The Tenant shall be ordered to pay the arrears of rent only.

It is ordered that:

1. The Tenant shall pay to the Landlords \$356.00. This amount includes rent arrears owing up to January 31, 2026 and the cost of the application.
2. If the Tenant does not pay the Landlords the full amount owing on or before February 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.

February 5, 2026
Date Issued

Christopher Lin
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.