



**Order under Section 21.2 of the
Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006**

File Number: LTB-L-066299-25-RV

In the matter of: 2815, 15 ICEBOAT TERR
TORONTO ON M5V4A5

Between: Wing Chee Tam Landlord

And

Philip Kirkopoulos Tenant

Review Order

Wing Chee Tam (the 'Landlord') applied for an order to terminate the tenancy and evict Philip Kirkopoulos (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-066299-25 issued on December 5, 2025.

On December 23, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved. The Tenant alleged that there is a serious error in the order and that they were not reasonably able to participate in the proceeding.

On December 23, 2025, interim order LTB-L-066299-25-RV-IN was issued, staying the order issued on December 5, 2025.

This application was heard by videoconference on January 20, 2026. The Landlord's Legal Representative, A. Chan, and the Tenant attended the hearing.

Determinations:

Review Request

1. The Tenant alleged that there is a serious error in the order, and that he was not reasonably able to participate in the original proceeding of October 20, 2025.
2. In support of the request, the Tenant testified that in August 2025, he lost the keys to the mailbox and was unable to receive mails. He contacted the building management who informed him that they could not provide a replacement because Canada Post was on strike at the time. The Tenant claimed that he did not obtain a replacement until early December 2025.
3. The Tenant provided an email exchange dated December 15, 2025, between him and the building management where they confirmed the conversation about the mailbox key.

4. The Tenant also stated that on October 22, 2025, he received an email from the Landlord's Legal Representative informing him that the hearing was scheduled for October 20, 2025.
5. On the claim of a serious error, the Tenant stated that the amount of arrears calculated in the order was wrong.
6. The Landlord opposed the request stating that they were not informed of the missing mailbox key and that the management office subsequently declined to provide information of the Tenant's claim to them. The Landlord also argued that the strikes commenced on September 25, 2025, and had sent an email to the Tenant about the hearing and found it strange that the Tenant did not contact them until past the hearing date.
7. The Landlord and Tenant Board Interpretation Guideline 8 states that "*The LTB will only exercise its discretion to grant a review when it is satisfied the order contains a serious error, a serious error occurred in the proceeding or the requestor was not reasonably able to participate in the proceeding*".
8. Our records show that the Notice of Hearing was sent by mail to the Tenant on August 30, 2025, and pursuant to section 191 (3) of the *Residential Tenancies Act, 2006*, is deemed received on September 4, 2025. The Tenant's claim that he lost his mailbox key in August 2025, and it was not immediately replaced by the building management due to the strikes, was corroborated by their email.
9. Therefore, on the basis of the submissions made in the request, I am satisfied that there is a serious error in the order and that the Tenant was not reasonably able to participate in the proceeding. The issue of the inaccurate arrears is addressed below.

Non- Payment of Rent

10. The Landlord served the Tenant with a Notice to End your Tenancy Early For Non-payment of Rent (N4) indicating that starting March 26, 2025, the monthly rent was \$2,300.00.
11. The parties agreed that the rent was \$2,200.00 prior to the increase and the Tenant argued that the increase was above the guideline. The relevant sections of the Act are as follows:

Landlord's duty, rent increases

110 No landlord shall increase the rent charged to a tenant for a rental unit, except in accordance with this Part.

Notice of rent increase required

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 notice of the landlord's intention to do so.

Contents of notice

(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.

Increase void without notice

(4) An increase in rent is void if the landlord has not given the notice required by this section, and the landlord must give a new notice before the landlord can take the increase.

Guideline increase

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.*

12. The Landlord breached the Act by increasing the monthly rent from \$2,200.00 to \$2,300.00 in March 2025:

- a. the increase was not in accordance with the Act (section 110),
- b. a Notice of Rent Increase (N1) was not served (section 116 (1)) and
- c. it was above the prescribed guideline increase of 1.2% in 2022 (section 120).

13. Rather than the guideline increase of 2.5% or (\$55.00) for 2025, the Landlord took a substantial increase of \$100.00 monthly. The Landlord's failure to serve the Tenant with a Notice of Rent Increase (N1) before taking the increase renders it void under section 116 (4) of the Act.

14. The Tenant did not pay the increased rent for a period of twelve consecutive months.

15. Therefore, the lawful monthly rent remains \$2,200.00.

16. The N4 notice served by the Landlord indicating that the rent is \$2,300.00 is defective. The notice is defective because it does not correctly set out the amount of rent owing by the Tenant for the period claimed, as required by subsection 59 (2) of the Act.

17. The LTB will not issue an order terminating the tenancy without a valid notice of termination.

It is ordered that:

1. The request to review order LTB-L-066299-25 issued on December 5, 2025, is granted. The order cannot be enforced by the Landlord.
2. The interim order issued on December 22, 2025, is cancelled, and replaced by this order.
3. The Landlord's application is dismissed.

February 6, 2026
Date Issued

Jitewa Edu
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.