



Order under Section 135 Residential Tenancies Act, 2006

Citation: Reid v Young, 2026 ONLTB 12707
File Number: LTB-T-078633-25

In the matter of: Upper, 196 Hunter St E
Peterborough ON K9H1G8

Between: Jessica Rae Reid Tenant
Peter McCracken

And

Jennesse Young Landlord

Jessica Rae Reid and Peter McCracken (the 'Tenant') applied for an order determining that Jennesse Young (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 4, 2026.

Only the Tenant Jessica Rea Reid ('JR') on behalf of both Tenants attended the hearing.

As of 9:21 a.m., the Landlord 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 Tenant's evidence.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. **Therefore, the Landlord must pay the Tenant \$255.62.**
2. The Tenants alleged in their application that the Landlord collected rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant JR testified that the Landlord gave her an invalid N1 notice of termination.
3. Section 116 of the Act states that the 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.
4. The Landlord gave the Tenants 80 days written notice by providing an N1 notice of rent increase on April 11, 2025, for an increase effective July 1, 2025.
5. The Tenant JR also pointed out that the N1 notice only stated both Tenants' first names and did not list a unit number. Although in the usual case that would invalidate an N1 notice of rent increase, in this case it did not, because the residential complex of two units was occupied only by these tenants in the basement. It was clear to anyone the intent of the N1 notice and to which unit it was referring.

6. Non-compliance with the 90-day notice period is, however, fatal to the Landlord's rent increase, and I find the N1 notice deemed to be invalid pursuant to section 116(4) of the Act. The lawful monthly rent therefore was \$1,650.00 and remained so for the duration of the tenancy.
7. The Tenants paid the rent increase in August and September of 2025 for a total of \$82.50 and is entitled to a return of those unlawfully collected and retained funds pursuant to section 135 of the Act.

Interest on rent deposit owing

8. The Landlord failed to pay the Tenants interest on the last month's rent deposit, as required by the *Residential Tenancies Act, 2006* (the 'Act').
9. The Tenant JR provided uncontested evidence that she paid the Landlord a rent deposit on February 19, 2020 of \$1,650.00 when she signed the tenancy agreement. The Tenants have never paid interest on that rent deposit.
10. Although interest calculated from February 19, 2020 to September 30, 2025 amounts to \$164.71, the Tenants only claimed \$124.62 in their application. It would be procedurally unfair to amend the application without notice to the Landlord, I therefore find that the Landlord owes the Tenants interest in the amount claimed of \$124.62.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$255.62. This amount represents:
 - \$82.50 for excess rent collected.
 - \$124.62 for interest on the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by February 21, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by February 21, 2026, the Landlord will owe interest. This will be simple interest calculated from February 22, 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 10, 2026
Date Issued

Julie Broderick
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.