



Order under Section 78(11) Residential Tenancies Act, 2006

Citation: DANDELION HOME RENTALS INC. v Lee, 2026 ONLTB 12984

Date: 2026-02-09

File Number: LTB-L-107672-25-SA

In the matter of: 2, 2476 RIVARD AVE
WINDSOR ON N8T2H2

Between: Dandelion Home Rentals Inc.

Landlord

And

Jacob Lee

Tenant

Dandelion Home Rentals Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jacob Lee (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on August 21, 2025 with respect to application LTB-L-027884-24.

The Landlord's application was resolved by order LTB-L-107672-25, issued on January 8, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-107672-25.

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

The Landlord's agents, Rui Ding and Yong Zhao, the Landlord's representative Yunqiao Zhang, the Tenant and the Tenant's representative, Jacob Lee, attended the hearing.

Determinations:

There was a breach of the previous order

1. It is undisputed that the Tenant paid rent in the amount of \$927.70 on December 1, 2025. The Landlords' representative submitted that the rent was not paid in full because it had increased to \$950.89 on December 1, 2025.
2. The Landlords produced a copy of an N1 Notice of Rent Increase dated August 28, 2025, which notice confirms that the monthly rent would increase to \$950.89 on December 1, 2025. The Landlord's agent, Rui Ding, confirmed that she personally served the N1 notice on August 28, 2025 by 1) placing it in the Tenant's mailbox and 2) by giving it to the Tenant when he answered his door.

3. The Tenant denied receiving the Notice of Rent Increase and therefore was not aware that his rent increased to \$950.89 on December 1, 2025.
4. Based on the evidence before me, I find it more likely than not that the Tenant received the Notice of Rent Increase. The Tenant did not identify any issues with his mailbox or receiving mail and I have no reason to doubt the truthfulness of the Landlord's testimony.
5. Given that the Tenant did not pay his rent in full on December 1, 2025, I am satisfied that the Tenant failed to meet a condition specified in the order issued by the LTB on August 21, 2025 with respect to application LTB-L-027884-24.

The surrounding circumstances

1. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-107672-25. I say this because there is no dispute that the Tenant has continued to pay his rent on time and I find it plausible that he had forgotten that the rent was increasing on December 1, 2025 to \$950.89, especially since the N1 notice was served on August 28, 2025. There is no evidence that the Landlords reached out to Tenant on or after December 1, 2025 to remind him that his rent had increased that day.
2. The parties agreed that the shortfall in rent totals \$69.57. The Tenant stated that now that he is aware of the rent increase, he will pay the increased rent of \$950.89 on March 1, 2026, as well as the shortfall of \$69.57.
3. The Landlord's representative could not identify any prejudice to the Landlords in allowing the Tenant to pay the shortfall of rent on March 1, 2026, together with the new rent amount, other than the Landlords incurred legal fees for her services. In my view, given that the Tenant had paid all of the monthly rent except for the \$23.19 increase, a prudent Landlord or Landlord's representative would have reached out to the Tenant to remind them of the rent increase rather than file an L4 application. In other words, but for their own actions, the Landlords could have easily avoided the legal fees incurred.
4. Given that it is plausible that the Tenant was not aware of the rent increase and the shortfall in rent only totals \$69.57, I find it would not be unfair to set aside order LTB-L-107672-25.

It is ordered that:

1. The motion to set aside Order LTB-L-107672-25, issued on January 8, 2026, is granted.
2. Order LTB-L-107672-25, issued on January 8, 2026, is set aside and cannot be enforced.

February 9, 2026
Date Issued

Karen Gonçalves
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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