



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

Citation: Yang v Barak, 2026 ONLTB 14712

Date: 2026-02-12

File Number: LTB-L-092622-25-RV

In the matter of: 15 TOFINO CRES
NORTH YORK ON M3B1R7

Between: Weijian Yang Landlord

And

Moti Wiseberg Barak Tenants
Idit Zemermman

Review Order

Weijian Yang (the 'Landlord') applied for an order to terminate the tenancy and evict Moti Wiseberg Barak and Idit Zemermman (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenant owes (L1 Application); and
- the Tenants have been persistently late in paying the Tenant's rent (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was resolved by order LTB-L-092622-25 issued on February 9, 2026.

On February 10, 2026, the Tenants requested a review of the order.

A preliminary review of the review request was completed without a hearing. In determining this request, I reviewed the materials in the LTB's file.

Determinations:

1. The Tenants' eight page review request may be summarized as follows:

- The Member seriously erred by finding that the rent increase to \$6,000.00 effective February 15, 2024 was deemed lawful;
- The Member seriously erred by finding that he was not satisfied that the Landlord had sought to increase the rent to \$6,150.00 effective August 15, 2025; and

- The Member seriously erred by relying on the evidence given by the parties' representatives at the hearing instead of adjourning to ensure the participation of the parties.

Rent increases

2. Essentially, the review request asserts that despite ss. 136 and 135.1 of the *Residential Tenancies Act, 2006* (the 'Act') the LTB does not have the authority to deem a rent increase to be lawful if it was unlawful.
3. In fact, s. 136 of the Act explicitly renders an unlawful rent increase to be lawful if no application is made within a year of the date the increase is first charged and the lawfulness of the increase is an issue in the application.
4. The order does not mention s.135.1 of the Act but the review request mentions this section, which provides as follows:

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 increased rent in respect of each rental period for at least 12 consecutive months.

(2) Subsection (1) does not apply with respect to an increase in rent if the tenant has, within one year after the date the increase was first charged, made an application in which the validity of the rent increase is in issue.

(3) For greater certainty, if subsection (1) applies with respect to an increase in rent, section 116 is deemed to have been complied with.

5. Section 135.1 of the Act becomes relevant when a landlord increases the rent without complying with the requirements at s.116 of the Act to give 90 days' written notice of the increase to the tenant. The order does not mention whether the Landlord gave written notice of the increase to \$6,000.00, effective February 15, 2024. If the Landlord did not comply with s.116 with respect to this increase, based on the uncontested facts, subs. 116(4) of the Act would operate to render the increase void but s.135.1 of the Act would deem the increase not to be void. I say this because the Tenants had paid the increased rent for at least 12 consecutive months and because no application was filed putting the validity of the increase in issue. Subs. 135.1(3) would then deem that the Landlord complied with s.116 of the Act.
6. Once it is determined that the Landlord is deemed to have complied with s.116 of the Act, the question remains whether the rent increase to \$6,000.00 was unlawful because it was above the rent increase guideline. The order did not have to find what the lawful rent was prior to the increase in February 2024 but the Tenant's ledger shows that the rent was \$5,550.00 at the start of the tenancy and that there was an increase to \$5,750.00 in February 2023. The Tenants paid this increase for 12 consecutive months and there was no application filed with respect to this increase, so even if there was no written notice of it, it was deemed compliant with s.116 of the Act.

7. The increase from \$5,500.00 to \$5,750.00 in February 2023 is unlawful on its face because it is over the 2.5% rent increase guideline for 2023. However, it is deemed lawful by operation of s.136 of the Act because the Tenants did not file an application challenging it within 12 months of the commencement of the increase. The increase from \$5,750.00 to \$6,000.00 in February 2024 was also unlawful on its face for the same reason, and as noted in the order, this increase is deemed lawful by operation of s.136 of the Act.
8. For the reasons above, I am not satisfied that the Member erred by determining that the lawful monthly rent is \$6,000.00.
9. The Tenants also submit that the Member erred by finding that he was not satisfied that the Landlord sought to raise the rent to \$6,150.00 effective August 15, 2025. It is immaterial to the issues in this application whether the Landlord sought to raise the rent to \$6,150.00. The N4 notice, which covers the period from May 15, 2025 to November 14, 2025 states that the monthly rent is \$6,000.00. The Landlord does not claim that the rent is any higher than \$6,000.00 in the application. Even if the Member erred by failing to find that the Landlord sought this increase, this error did not affect the outcome of these proceedings and so it was not a serious error.

Evidence was given by representatives

10. The Tenants submit that the Member seriously erred by accepting and relying upon evidence given by representatives at the hearing and that the Member ought to have adjourned the hearing to ensure the participation of the parties.
11. The hearing was attended only by the parties' representatives. That the Member accepted evidence from the representatives was not improper. The LTB's Practice Direction on Representation states that parties' representatives may give evidence at LTB hearings.
12. The Tenants do not identify any errors with respect to the Member's decision to deny their request for an adjournment. The Member gave fulsome reasons for denying the adjournment and his decision was reasonable.

Disposition

13. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

It is ordered that:

1. The request to review order LTB-L-092622-25 issued on February 9, 2026 is denied. The order is confirmed and remains unchanged.

February 12, 2026
Date Issued

Renée Lang
Vice Chair, 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.