



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-065834-25

In the matter of: 1, 32 CHURCH ST
NEW HAMBURG ON N3A1H9

Between: Holly Di Bartolomeo Tenants
Timothy Kebbel

And

Robert Lindner Landlord

Holly Di Bartolomeo and Timothy Kebbel (the 'Tenants') applied for an order determining that Robert Lindner (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 22, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants \$4,030.50.

Preliminary Issue: Are the Correct Respondents named

2. Approximately halfway through the hearing, the Landlord stated that the Estate of Barry Stock should be named as a Landlord as he was the co-owner of the residential complex with the Landlord.
3. The Tenants submitted a copy of their lease agreement where only Robert Lindner was listed as the Landlord. The Tenants testified they have never had any contact with Barry Stock or his estate and he was never previously identified as their Landlord.
4. I note that the definition of "landlord" in section 2(1) of the *Residential Tenancies Act, 2006* (the Act) includes the owner of a rental unit "or any other person who permits occupancy of a rental unit."
5. The Landlord testified that while the residential complex was owned by both himself and Barry Stock, the Landlord was responsible for 2 units and Barry Stock was responsible for the other 2 units.

6. While it may be that BS is a landlord given that he co-owns the building, the LTB generally does not require that all possible landlords be made respondents to a tenant application. I see no reason in this case why this matter should be adjourned to give notice to BS, particularly given that the Landlord did not raise this point until midway through the hearing. The Tenants' lease clearly only identified Robert Lindner as the Landlord, and I am satisfied that he is an appropriate respondent.

Illegal Rent Collected

7. The central dispute between the parties is whether the rental unit is exempted from the Act's rent rules by virtue of section 6.1(2) of the Act, which provides as follows:
 - (2) Sections 120, 121, 122, 126, 127, 129, 131, 132, 133, 165 and 167 do not apply on and after the commencement date with respect to a rental unit if the requirements set out in one of the following paragraphs are met:
 1. The rental unit is located in a building, mobile home park or land lease community and no part of the building, mobile home park or land lease community was occupied for residential purposes on or before November 15, 2018.
 2. The rental unit is entirely located in an addition to a building, mobile home park or land lease community and no part of the addition was occupied for residential purposes on or before November 15, 2018. 2018, c. 17, Sched. 36, s. 1.
8. The Landlord took the position that the lease was not subject to the Act's rent rules by virtue of section 6.1 of the Act—they alleged that the rental unit had not been occupied prior to November 15, 2018.
9. However, the Tenants testified that their rental unit was occupied prior to November 15, 2018, and therefore *is* rent controlled and can only be increased in accordance to the guidelines. The Tenants' witness, Susan Hammer, testified that she moved into the residential complex on September 1, 2018, and that there was a tenant named Henry Simon in the Tenants' rental unit who had moved in a couple weeks prior to her.
10. The Landlord disagreed that the Tenants' unit was occupied prior to November 18, 2018, however he acknowledged that Susan Hammer did occupy a rental unit in the residential complex prior to this date. The Landlord signed Susan Hammer's lease on August 15, 2018, and I accept her evidence that she moved in on September 1, 2018.
11. I am not satisfied that the rental unit is exempt by virtue of section 6.1(2)1 because part of the building was occupied prior to November 15, 2018. The Landlord did not establish that the Tenants' unit was an "addition" within the meaning of section 6.1(2)2, and thus I am not satisfied that it applies to the rental unit. As a result, I am satisfied that the rental unit was not exempted from the Act's rent rules by virtue of section 6.1(2).
12. The Tenants testified that they moved into their unit in 2020, and until recently the Landlord has always increased the rent in accordance with the rent guidelines. The

Tenants testified that their rent up to May 31, 2025 was \$1,807.50. The Landlord gave a notice of rent increase in February 2025 that the rent would increase on June 1, 2025 to \$2,250.00, an increase of \$442.50, which is well beyond the increase permitted by the Act. The Tenants paid the unlawful increase for nine months.

13. I am therefore satisfied that the Landlord collected rent in excess of the amount allowed by the Act.
14. I find that the lawful monthly rent is \$1,807.50, and that the Landlord illegally collected and retained \$3,982.50.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$4,030.50, which represents:
 - \$3,982.50 for excess rent collected to February 28, 2026.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by March 8, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by March 8, 2026, the Landlord will owe interest. This will be simple interest calculated from March 9, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenants the full amount owing by March 8, 2026, the Tenants may recover this amount by deducting \$335.87 from the rent each month from March 1, 2026 to February 1, 2027.
5. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 25, 2026
Date Issued

Allana McComb
Member, Landlord and Tenant Board

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