



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-103945-25

In the matter of: 213, 116 WILLIAM ST N
LINDSAY ON K9V5R1

Between: AON Inc. Landlord

And

Katrina Bell Tenant

AON Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Katrina Bell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 17, 2026.

Only the Landlord's agent, Ron Krieger, attended the hearing.

The hearing was scheduled to begin at 1:00pm. As of 1:30pm, the Tenant 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 Landlord's evidence.

Determinations:

Preliminary Issue

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). However, for the following reasons, I find that the N4 Notice is invalid.
2. I say this because the N4 Notice claims monthly rent for May 2025 in the amount of \$1,410.00. The N4 Notice then claims monthly rent for June 2025 in the amount of \$1,447.38. This difference indicates that the Landlord increased the monthly rent in June 2025.
3. Landlords are only permitted to increase monthly rent in accordance with the Guideline amounts that are posted by the provincial government. For 2025, landlords were only permitted to increase monthly rent by 2.5% pursuant to the Guideline.
4. This means that, in the case before me, the Landlord was only permitted to increase the monthly rent for June 2025 by \$35.25. ($\$1,410.00 \times 2.5\% = \35.25). The rent for June

2025 could only be increased to \$1,445.25 ($\$1,410.00 + \$35.25 = \$1,445.25$). As the Landlord increased the rent for June 2025 to \$1,447.38, this represents an illegal increase and is prohibited by the Act.

5. As the N4 Notice claims rent related to an illegal rent increase, it does not correctly identify the amount of arrears the Tenant owes. As the N4 Notice fails to correctly identify the correct amount of arrears the Tenant owes, it is invalid and cannot result in a termination of this tenancy.
6. At the hearing, as the N4 Notice was found to be invalid, the Landlord requested the consent of the Board to withdraw their application.
7. Pursuant to subsection 200(4) of the *Residential Tenancies Act, 2006* (the 'Act'), I consent to the Landlord's request to withdraw the application.

It is ordered that:

1. The Landlord's application is dismissed as withdrawn.

February 25, 2026
Date Issued

Laura Hartsliet
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.