



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-100846-25

In the matter of: Basement, 87 ARGYLE ST
TORONTO ON M6J1N8

Between: Yong Yu Li Landlord

And

Maria Pereira Tenant

Yong Yu Li (the 'Landlord') applied for an order to terminate the tenancy and evict Maria Pereira (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 19, 2026.

The Landlord, the Landlord's Support, Joannng Hu, the Landlord's Interpreter, Yanyan Su, the Landlord's Legal Representative, Yun Yan Li, the Tenant and the Tenant's Legal Representative, Andrew Son attended the hearing.

Determinations:

Preliminary Issue – Lawful Rent

1. The Tenant raised a preliminary issue that the Landlord served a notice of rent increase dated February 22, 2025, increasing the rent to \$893.00 effective March 1, 2025. The Landlord does not dispute that they failed to serve a valid NORI prior to increasing the rent to \$893.00 on March 1, 2025. The Tenant says that the increase was therefore invalid and should be considered void, rendering the N4 invalid.
2. Section 116 of the *Residential Tenancies Act, 2006* (the 'Act') states:
 - (1) A 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) An increase in rent is void if the landlord has not given the notice required by this section, and the landlord must give a new notice before the landlord can take the increase.

3. As it was undisputed that the Landlord failed to provide at least 90 days written notice, the Landlord's increase in rent is void. However, subsection 135.1(1) of the Act states:

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.

4. The Tenant has not paid the rent in respect of each rental period for a period of at least 12 months. As such, the notice of rent increase is void. As a result, the Landlord's N4 notice is defective and an N4 notice may not be terminated in accordance with an invalid notice. The Landlord was given the option to withdraw the application to seek termination of the tenancy or to proceed with the application for arrears of rent only.
5. At the hearing, the Landlord sought to withdraw the application and as I was satisfied that the Landlord understood the consequences of the request, I consented to the request.
6. The application having been withdrawn, the LTB's file is closed.

March 4, 2026
Date Issued

Christopher Lin
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.