



Order under Section 135 Residential Tenancies Act, 2006

Citation: Alameer v Al-Neddaff, 2026 ONLTB 21083

Date: 2026-03-13

File Number: LTB-T-056299-25

In the matter of: 5510 MEADOWCREST AVE
MISSISSAUGA ON L5M0V7

Between: Ghazwan Alameer Tenants
Noor Al-Akily

And

Hadeel Al-Neddaff Landlord

Ghazwan Alameer and Noor Al-Akily (the 'Tenants') applied for an order determining that Hadeel Al-Neddaff (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 17, 2026. Only the Tenant, Ghazwan Alameer, and the Tenants' Legal Representative, Mursal Abdul Haseeb, attended the hearing.

As of 9:37 a.m., the Landlord 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 Tenants' evidence.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants the amount ordered below.

Illegal rent collected

2. It was the Tenants' evidence that they moved into the rental unit in August 2021. At the time they moved in the rent was \$3,000.00. In 2022 the rent was increased to \$3,036.00. However, it was the Tenants' position that the Landlord has raised the rent or attempted to raise the rent unlawfully 2 times since. Specifically, in November 2023, the rent was increased to \$3,203.00 and in December 2024 it was increased again to \$3,283.00. The Landlord did not give the Tenants notice for these increases. Rather, the Landlord gave the Tenants N10 Agreements to Increase the Rent Above the Guideline (the 'N10s'). Copies of the N10s were tendered as evidence. In the N10s, it states that the increases

are associated with capital work. It was the Tenants' evidence that the Landlord did not do the work promised in the N10s.

3. The Tenants sought \$640.00, which was based on 8 months payment of an illegal increase for the period of December 2024 to July 2025. The Tenants have been paying \$3,203.00 per month to the Landlord since the application was filed as they believed this to be the lawful rent.

Analysis

4. Subsection 121 (1) of the *Residential Tenancies Act, 2006* (the 'Act') states that a landlord and a tenant may agree to increase the rent charged to the tenant for a rental unit above the guideline if,

(a) the landlord has carried out or undertakes to carry out a specified capital expenditure in exchange for the rent increase; or

(b) the landlord has provided or undertakes to provide a new or additional service in exchange for the rent increase.

5. Subsection 122 (1) of the Act states that a tenant or former tenant may apply to the Board for relief if the landlord and the tenant or former tenant agreed to an increase in rent under section 121 and,

(a) the landlord has failed in whole or in part to carry out an undertaking under the agreement;

(b) the agreement was based on work that the landlord claimed to have done but did not do; or

6. (c) the agreement was based on services that the landlord claimed to have provided but did not do so.

7. Subsection 122 (2) of the Act states that no application may be made under this section more than two years after the rent increase becomes effective.

8. Subsection 122 (3) of the Act states that, in an application under this section, the Board may find that some or all of the rent increase above the guideline is invalid from the day on which it took effect and may order the rebate of any money consequently owing to the tenant or former tenant.

9. Based on the uncontested evidence of the Tenants, I am not satisfied that the Landlord did the work that they agreed to do as set out in the N10s. Furthermore, insufficient details were provided in the N10s with respect to the type of work and the date it would be completed.

10. For these reasons, I find that the rent increases above the guideline to be invalid. That said, the Tenants were not really disputing the first N10 that was given as they were not

seeking the return of any rent from November 2023 to November 2024 in their application and had reverted to paying \$3,203.00 as the monthly rent after they filed their application.

11. Accordingly, the Landlord shall reimburse the Tenants in the amount of \$640.00 as requested in the application, which is calculated as follows: $\$3,283.00 - \$3,203 = \$80.00 \times 8$ months (December 2024 to July 2025).

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$688.00. This amount represents:
 - \$640.00 for excess rent collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by March 24, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by March 24, 2026, the Landlord will owe interest. This will be simple interest calculated from March 25, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenants the full amount owing by March 24, 2026, the Tenants may recover this amount by deducting \$172.00 from the rent each month from April 2026 to July 2026.
5. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 13, 2026
Date Issued

Rachel Gibbons
Member, 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.