



**Order under Subsection 87(1)
Residential Tenancies Act, 2006**

File Number: LTB-L-095247-25

In the matter of: LOT 201, 1713 HWY 11
KILWORTHY ON P0E 1G0

Between: Gordon Velander O/A Big Pine Acres Mobile Home Park Landlord

and

Keith Whent Tenant

Gordon Velander O/A Big Pine Acres Mobile Home Park (the 'Landlord') applied for an order requiring Keith Whent (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on January 21, 2026, and only the Landlord's representative, Carmen Dawdy, attended at the hearing.

This application was reconvened and heard by videoconference on February 6, 2026, and only the Landlord's representative, Samantha Lee, attended the hearing.

As of 9:52 a.m. on February 6, 2026, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. For the reasons that follow, I find that the Landlord did not serve the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). However, I am ordering the Tenant to pay the Landlord \$6,310.50 for rent arrears owing up to February 28, 2026 and the cost of the application.

Preliminary issues

2. The Landlord's representative submitted that the rental property is not a seasonal property, and the reason the N4 notice was mailed to 116 Shannon Street, Orillia, Ontario was because the Tenant does not reside at the rental unit and has rented the unit to another person. The Landlord's evidence brief establishes that the notice of hearing for the February 6, 2026, was couriered to the Tenant's mailing address in advance of the hearing

on January 28, 2026. I am satisfied that the Tenant received adequate notice of this hearing.

3. I also asked the Landlord's representative to clarify the amount of rent charges for the period of September 2024 to December 2024. The representative indicated that the monthly rent during that period was \$340.25, but it was increased to \$348.76 effective February 1, 2025.
4. I informed the representative that the new rent effective February 1, 2025, appeared to have been rounded up. Based on the 2025 annual rent increase guideline of 2.5%, the new rent in February 1, 2025, should have been \$348.75 and not \$348.76. The Landlord's representative indicated that I should exercise my discretion under section 202 of the Act to permit the rounding up of the lawful rent in the "spirit of the law" because the difference was only a few cents.
5. Rent may only be increased in accordance with the *Residential Tenancies Act, 2006* (the "Act"). Subsection 120 of the Act states:

120 (1) No landlord may increase the rent charged to a tenant, or to an assignee under section 95, during the term of their tenancy by more than the guideline, except in accordance with section 126 or 127 or an agreement under section 121 or 123. 2006, c. 17, s. 120 (1).

6. In this case, there was no evidence before me that the rent increase was authorized under any provision of the Act other than the annual guideline increase set out in section 120. Here the Landlord relies on an N4 notice based on an unlawful rent increase. The rent increase was unlawful because the Landlord increased the rent charged to the Tenant **by more** than the amount permitted by the 2025 guideline.
7. In 2025, the permitted guideline increase was 2.5%. Given that the rent increase was not in accordance with section 120(1) of the Act, I find the N4 Notice to be invalid as it claims more rent than was lawfully owing. In addition, the lawful rent remains \$340.25.
8. The Landlord's representative requested an arrears only order.

Rental arrears

9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The Tenant did not pay the total rent they were required to pay for the period from September 1, 2024 to February 28, 2026.
11. The lawful rent is \$340.25. It is due on the 1st day of each month.
12. The Tenant has not made any payments since the application was filed.
13. The rent arrears owing to February 28, 2026 are \$6,124.50.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$6,310.50. This amount includes rent arrears owing up to February 28, 2026 and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before March 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 24, 2026 at 4.00% annually on the balance outstanding.

March 12, 2026
Date Issued

Adeela Alvez
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.