



Order under Section 69 Residential Tenancies Act, 2006

Citation: Minto Management Ltd as Agent for 199 Upper Canada Drive Limited v Barron-Dyer,
2026 ONLTB 22637

Date: 2026-03-26

File Number: LTB-L-105138-25

In the matter of: 322, 199 UPPER CANADA DR
Toronto ON M2P1T3

Between: Minto Management Ltd as Agent for 199 Upper Canada Drive Limited Landlord

And

Ashleigh Barron-Dyer Tenant
Nahji Blake

Minto Management Ltd as Agent for 199 Upper Canada Drive Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Ashleigh Barron-Dyer and Nahji Blake (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 12, 2026.

The Landlord's Legal Representative, Faith McGregor, and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on January 31, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,285.26. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$5,761.78.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,143.14 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
9. Interest on the rent deposit, in the amount of \$3.82 is owing to the Tenant for the period from January 1, 2026 to January 31, 2026.
10. The Tenant disputes the arrears and submits he gave notice to the Landlord to vacate the rental unit before the Landlord's rent increase went into effect and he should not have to pay the increase.
11. The position of the Landlord is the rent increase was a lawful increase with proper notice and the Landlord is entitled to put the increase into effect regardless of if the Tenant gave notice or not.

Analysis

12. Section 116 of the *Residential Tenancies Act*, 2006 (the "Act") states:

Notice of rent increase required

116 (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. 2006, c. 17, s. 116 (1).

13. The Landlord may increase the rent in accordance with the Act. There is no provision in the Act that prevents the Landlord from following through on an increase in rent even if the Tenant has provided notice to terminate the tenancy.
14. The Tenant did not dispute the Landlord's increase in rent as illegal but merely he felt he should not have to pay it before vacating.
15. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations for the arrears of rent in the amount of \$5,761.78 up to January 31, 2026.
16. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 31, 2026, the date the Tenant moved out of the rental unit.

2. The Tenant shall pay to the Landlord \$3,800.82. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before April 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 7, 2026 at 4.00% annually on the balance outstanding.

March 26, 2026
Date Issued

Greg Brocanier
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$5,761.78
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,143.14
Less the amount of the interest on the last month's rent deposit	- \$3.82
Total amount owing to the Landlord	\$3,800.82