



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-070379-25

In the matter of: 64B, 5865 DALEBROOK CRES
MISSISSAUGA ON L5M5X1

Between: Yasser Mahmoud Abdelhakim Beshr
Sara Ahmed Abdelhakim Beshr
Tenants

And

Muhammad Waseem Butt
Landlord

Yasser Mahmoud Abdelhakim Beshr and Sara Ahmed Abdelhakim Beshr (the 'Tenant's') applied for an order determining that Muhammad Waseem Butt (the 'Landlord') collected or retained money illegally.

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

Only the Tenants attended the hearing.

As of 9:47 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.
2. The Landlord collected rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act').
3. The Tenants moved into the rental unit on September 1, 2019.
4. During the tenancy the Landlord increased the rent several times. The issue in this application are the increases in rent from October 2024.
5. As of October 2024 the monthly rent was \$2,800.00.
6. On October 10, 2024 the Landlord sent the Tenants an email stating that as of November 1, 2024 the rent will increase to \$2,875.00. The Tenants paid \$2,875.00 to the Landlord

from November 1, 2024, up to and including February 2025. As of March 1, 2025, the Tenants paid the Landlord \$2,850.00 because they agreed to pay a portion of the utility bill (Reliance).

7. On August 2, 2025, the Landlord informed the Tenants that the rent will increase to \$3,000.00 effective September 1, 2025. The Tenants refused to pay the increased amount. They informed the Landlord that before he could increase the rent, he must serve a valid notice of rent increase. The Landlord then, on August 4, 2025, gave the Tenants a notice of rent increase effective September 1, 2025. The Tenants continued to pay the Landlord \$2,850.00 until December 2025, when they vacated the rental unit.

The Relevant Legislative Provisions:

8. Section 111 of the Act:

No landlord shall charge rent for a rental unit in an amount that is greater than the lawful rent.

9. Section 116(1) of the Act:

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

10. Section 119 (1) :

A landlord who is lawfully entitled to increase the rent charged to a tenant for a rental unit may do so only if at least 12 months have elapsed,

(a) since the day of the last rent increase for that tenant in that rental unit, if there has been a previous increase; or

(b) since the day the rental unit was first rented to that tenant, if clause (a) does not apply

11. Section 120 of the Act:

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.

12. Section 135 (1):

A tenant or former tenant of a rental unit may apply to the Board for an order that the landlord, superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act.

13. Section 135.1 (1) :

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.

14. 135.1.(2) of the Act:

Subsection (1) does not apply with respect to an increase in rent if the tenant has, within one year after the date the increase was first charged, made an application in which the validity of the rent increase is in issue.

Analysis:

15. The issue to be determined in this application is whether or not the Landlord collected or retained money illegally by charging the Tenants rent above the amount permitted by the Act.
16. Based on the evidence before me, I am satisfied that the Landlord collected or retained money illegally by collecting and retaining rent in contravention of the Act.
17. First, the Landlord did not give the Tenants a notice of rent increase pursuant to section 116(1) of the Act, which requires at least 90 days written notice in an approved form. The Landlord emailed the Tenants on October 10, 2024 that the rent will increase on November 1, 2024; that is less than 90 days before the rent increase. Similarly, the Landlord informed the Tenants on August 4, 2025 that the rent will increase again on September 1, 2025, that is less than 90 days before the increase and not in approved form.
18. Second, the Landlord attempted to raise the rent more often than once in a twelve months' period, in November 2024 and again in September 2025. This is in contravention of section 119 of the Act.
19. Third, the Landlord attempted to increase the rent in excess of the increase permitted by the rent increase guidelines as set out in section 120 of the Act. The guideline increase in 2024 was 2.5%. The maximum rent increase would be \$70. The rent increase of \$80.00 is above the rent increase permitted by the guideline.
20. The Tenants paid the increased rent for 10 months, before bringing this application, and as such, they are within the time allowed to bring this application pursuant to sections 135 and 135.1(2) of the Act.
21. In conclusion, based on the uncontested evidence before me, and in accordance with the legislative provisions, I find that the Landlord collected in rent in excess of the amount allowed by the Act. The lawful monthly rent was \$2,800.00. The Tenants paid \$800.00 over and above the lawful monthly rent from November 1, 2024 up and including December 2025 (\$600.00 as set out in the application and \$200.00 after the application was filed until the Tenants moved out of the rental unit). As such, the Landlord will be ordered to return \$800.00 to the Tenants.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$848.00. This amount represents:
 - \$800.00 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 April 7, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by April 7, 2026, the Landlord will owe interest. This will be simple interest calculated from April 8, 2026 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 27, 2026
Date Issued

Jana Rozehnal
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.