



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-003742-26

In the matter of: 37 GREENWICH AVE
STONE CREEK ON L8J0L5

Between: Manan Patel Landlord
Chaitalee Patel

And

Valantina Ishak Tenant
Ashoor Oraha
Vivian Odisho

Manan Patel and Chaitalee Patel (the 'Landlord') applied for an order to terminate the tenancy and evict Valantina Ishak, Ashoor Oraha and Vivian Odisho (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 23, 2026.

The Landlord's legal representative, Kristen Jarvis, the Landlord, Manan Patel, and the Tenants attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Preliminary Issue:

1. The Tenant advised Vivian Oraho's last name is correctly spelled "Odisho". The Landlord had no evidence to refute this. As a result, I find that the Tenant's name should be amended from Vivian "Oraho" to Vivian "Odisho".

Determinations:

2. 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.

3. As of the hearing date, the Tenant was still in possession of the rental unit.

The dispute about the lawful rent

4. The Tenants submit that the amount of the lawful rent charged by the Landlord is incorrect and excessive based on the fact that he arbitrarily and without legal basis attempted to increase the monthly rent from \$2,834.00 to \$4,500.00 effective December 15, 2025.
5. They also claim that the Landlord did not properly serve them with N2 notice of rent increase ('N2 notice'). In their view, the lawful monthly rent remains \$2,834.00.
6. The Landlord contends that he served the Tenants with proper notices. He only discovered in 2025 that the unit was exempt from the provincial guideline. He then gave the Tenants a valid N2 notice of rent increase for partially exempt rental units ('N2 notice').

Did the Landlord unlawfully increase the rent for the rental unit?

7. The Landlord's legal representative submitted that the Landlord purchased the rental property, a townhouse, in May 2019. It was built in 2019. The Landlord provided a copy of the Taron certificate of completion and possession/warranty Certificate that commences May 28, 2019, into evidence.
8. The Landlord asserts that the rental unit has been partially exempt from the provincial guideline rent increase retroactive to before the beginning of this tenancy.

The Law

9. The *Residential Tenancies Act, 2006* (the 'Act') exempts certain categories of units from the guideline rent increase, meaning there are limit on the amount the landlord may increase the rent so long as the Landlord meets the Act's rules governing rent increase notices.
10. Subsection 6.1(2) of the Act states:
11. 2) Sections 120, 121, 122, 126, 127, 129, 131, 132, 133, 165 and 167 do not apply on and after the commencement date with respect to a rental unit if the requirements set out in one of the following paragraphs are met:
12. 1. The rental unit is located in a building, mobile home park or land lease community and no part of the building, mobile home park or land lease community was occupied for residential purposes on or before November 15, 2018.
13. 2. The rental unit is entirely located in an addition to a building, mobile home park or land lease community and no part of the addition was occupied for residential purposes on or before November 15, 2018. 2018, c. 17, Sched. 36, s. 1.

Analysis

14. The rental unit meets the criteria under subsection 6.1(2) of the Act. I say this because the rental unit was first occupied for residential purposes in 2020.

15. I accept his evidence that the house contained no more than two residential units on or before November 15, 2018.
16. I am satisfied that all of the criteria are met, and the exemption set out in subsection 6.1(2) of the Act applies to this rental unit.
17. That means s. 120(1) does not apply to the tenancy agreement between the parties. The Landlord is not limited to the annual guideline when serving notices of rent increase.
18. I note that there is no provision in the Act requiring a landlord to inform a tenant in advance that the “new build or “new rental unit” exemption applies.

The notices of rent increase

19. The Landlord testified that he served all the Tenants with notices of rent increase on September 8, 2025, by regular mail through his legal representative’s office and that the notices indicated that the rent was increasing to \$4500.00 effective December 15, 2025.
20. The same notice was also sent by email to the Tenant on October 30, 2025, containing a copy of the original letter and N2 notice confirming the rent increase.
21. The N2 Notice gave 90 days written notice as required and takes effect on a date that the rent is due. Therefore, if properly served, the rent increases would be legitimate.
22. The Tenant submits that she never received the letter from the paralegal nor the email from the Landlord.
23. The Legal representative submitted that she personally mailed the notice to the Tenant with a cover letter. That letter and notice was then forwarded to the Tenant by email. Copies of the letter and N2 were submitted into evidence.
24. On a balance of probabilities, I prefer the Landlord’s evidence. The Landlord’s testimony was supported by contemporaneous documentary evidence, including emails and related records. In contrast, the Tenant did not provide corroborating documentation and relied solely on their assertion that the materials were not received. In the absence of supporting evidence, I find the Tenants evidence less reliable.

Rent arrears

25. Therefore, I find, the lawful rent is \$4,500.00 effective December 15, 2025. It is due on the 15th day of each month.
26. Based on the Monthly rent, the daily rent/compensation is \$147.95. This amount is calculated as follows: \$4,500.00 x 12, divided by 365 days.
27. The Tenant has paid \$5,668.00 to the Landlord since the application was filed.
28. The rent arrears owing to April 14, 2026, are \$9,498.00.
29. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

30. The Landlord collected a rent deposit of \$2,650.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
31. Interest on the rent deposit, in the amount of \$253.27 is owing to the Tenant for the period from October 26, 2020, to March 23, 2026.

Relief from Eviction

32. The Tenant (VI) testified that they have been living in the rental unit for approximately 5 years. VI is on ODSP and both her parents are on disability. Collectively they make approximately \$3,400.00 monthly which is not enough to cover the lawful monthly rent. The Tenant did not come to the hearing prepared to discuss a repayment plan but asked the Board to consider delaying the termination date for at least 3 months.
33. The Landlord's legal representative submitted that the Tenants simply cannot afford the lawful monthly rent as shown by the amount of arrears and requested a standard order for termination.
34. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until April 30, 2026, pursuant to subsection 83(1)(b) of the Act. In making my finding I considered that the Tenant is a long-term tenant, has health issues, is in receipt of social assistance and seeks to remain at the rental unit. Based on the evidence before me, I find it reasonable and appropriate to delay the eviction to April 30, 2026, to afford the Tenants an opportunity to preserve their tenancy by paying the arrears or providing more time in finding an alternative rental unit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$9,684.00 if the payment is made on or before April 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$14,184.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after April 30, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before April 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,612.28. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$147.95 per day for the use of the unit starting March 24, 2026, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after May 1, 2026.

March 27, 2026
Date Issued

Teresa Hunt
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on November 1, 2026, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 14, 2026

Rent Owing To April 14, 2026	\$15,166.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,668.00
Total the Tenant must pay to continue the tenancy	\$9,684.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To May 14, 2026	\$19,666.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,668.00
Total the Tenant must pay to continue the tenancy	\$14,184.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$11,997.55
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,668.00
Less the amount of the last month's rent deposit	- \$2,650.00
Less the amount of the interest on the last month's rent deposit	- \$253.27
Total amount owing to the Landlord	\$3,612.28
Plus daily compensation owing for each day of occupation starting March 24, 2026	\$147.95 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	