



Order under Section 74(14) Residential Tenancies Act, 2006

File Number: LTB-L-073413-25-VO

In the matter of: 3, 8 TWENTY FIRST ST
ETOBICOKE ON M8V3L7

Between: 1322085 Ontario Limited Landlord

And

Andrew Carlton Tenant

Andrew Carlton (the 'Tenant') filed a motion to set aside order LTB-L-073413-25 because, before the eviction order was enforced, the Tenant paid the amount required under subsection 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') to void the order.

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

The Landlord's agent Mariana Kerekes and the Tenant attended the hearing.

Determinations:

Preliminary Issue – Lawful Monthly Rent

1. It is undisputed that the lawful monthly rent as of the date of the original hearing (November 6, 2025) was \$1,356.20.
2. The Landlord submits the lawful rent was increased to \$1,384.70 as of January 1, 2026. This amount is above the guideline of 2.1%.

Calculation of Lawful Rent with 2.1% increase

$$\text{\$1,356.20} \times 2.1\% = \text{\$28.48}; \text{\$1,356.20} + \text{\$28.48} = \text{\$1,384.68}.$$

Analysis

3. Subsection 120(1) of the *Residential Tenancies Act, 2006* (the 'Act') states:

No landlord may increase the rent charged to a tenant... 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. [Emphasis added].

4. By rounding up the total rent increase from \$1,384.68 to \$1,384.70, the Landlord increased the rent greater than the guideline increase of 2.1%. This increase is contrary to subsection 120(1) of the Act. Therefore, the increase is invalid.
5. The lawful rent shall remain at \$1,356.20, which was the last lawful rent charged.

Tenant's Motion to Void

6. Pursuant to subsection 74(11) of the Act, a tenant may void an order based on arrears if they pay the amount ordered plus any new rent that has come due. The Tenant was ordered to pay \$8,323.20 on or before January 17, 2026. The Tenant paid \$10,069.40 to the LTB on February 20, 2026. Since February 2026 rent came due, the amount the Tenant would be required to void the order is \$9,679.40.
7. The Landlord paid \$324.00 to the Court Enforcement Office (Sheriff) for the purpose of enforcing the eviction and this amount is non-refundable.
8. The Tenant has not previously made a motion under subsection 74(11) of the Act to set aside an eviction order during this tenancy.
9. I am satisfied that since the Tenant has paid enough to void the order and reimburse the Landlord the cost of filing with the Sheriff. I am satisfied that the Tenant has voided this order pursuant to subsection 74(11) of the Act.

It is ordered that:

1. Order LTB-L-073413-25 is void and cannot be enforced by the Landlord.
2. The amount of \$10,069.40 paid into the LTB by the Tenant shall be paid out accordingly:
 1. \$10,003.40 to the Landlord
 2. \$66.00 to the Tenant.

March 31, 2026

Date Issued

Elena Jacob

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.

Notes:

- The Tenant cannot make another motion under subsection 74(11) of the Act to set aside an eviction order during the period of the Tenant's tenancy agreement with the Landlord.

- When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party(ies) named in this order. The cheque will be in the amount directed plus any interest accrued up to the date of this order.