



Order under Section 69 Residential Tenancies Act, 2006

Citation: Nippak v Drysdale, 2026 ONLTB 19948

Date: 2026-03-30

File Number: LTB-L-106241-25

In the matter of: 3 Cherrydale Crt
Scarborough ON M1C3H1

Between: Pria Nippak Landlord

And

Karl & Christine Drysdale Tenants

Pria Nippak (the 'Landlord') applied for an order to terminate the tenancy and evict Karl & Christine Drysdale (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 2, 2026.

The Landlord, the Landlord's Representative, Faisal Rana, the Tenants, and the Tenants' Representative, Micheal Tadros, attended the hearing.

Determinations:

1. At the beginning of the hearing, the Tenants' Representative raised multiple preliminary issues to dismiss the Landlord's L1 application.
 - (i) the lawful rent is incorrect;
 - (ii) the Landlord has not complied with s.12 of the Act; and,
 - (iii) the N4 notice is defective.
2. Given my findings on the first two preliminary matters (outlined below), I offer no determination on the third preliminary matter raised.

Lawful rent

3. The Landlord claims that the lawful rent is \$3,400.00. It is due on the 1st day of each month. The Tenants claim their lawful rent is \$1,950.00 as the Landlord has never served a proper notice to increase their rent since the start of the tenancy in 2012.

4. As per the parties, the tenancy started in November 2012 at a monthly rent of \$1,950.00 even though the lease agreement submitted states rent was \$2,000.00 per month when signed. The Landlord's Agent spoke to the Tenants to mutually increase the rent to \$2,600.00 starting December 2018. Based on the Landlord's post-hearing submissions, the Tenants paid the increased rent regularly since 2018 until June 2022. Then, the Landlord's Agent asked the Tenants to start paying \$3,400.00 as rent starting July 1, 2023. The Tenants paid the increased rent inconsistently starting July 1, 2023, for almost eleven months but then started accruing arrears. The Landlord provided proof of bank deposits made between July 2022 to May 2024 as post-hearing submissions.
5. Section 116 of the Act states that, a landlord can only increase the rent if a proper notice of rent increase is served 90 days in advance in the Board's prescribed form. There are exceptions to this rule set out in s.121 and 123 for additional services, but those provisions do not apply here.
6. Pursuant to s.116(4), an increase that does not comply with the notice requirements in s.116 is void. In other words, it is a legal nullity.
7. However, pursuant to s.135.1, an oral increase or one that does not comply with the notice requirements in s.116, can be deemed lawful if the tenant pays the rent increase for 12 consecutive months. As the Tenants did pay the first increase in the amount of \$2,600.00 for more than 12 consecutive months, I find that s.135.1 applies. For the second increase in rent to \$3,400.00 per month, the Tenants paid the increase for only 11 consecutive months which does not trigger s.135.1. Therefore, I find the lawful rent is \$2,600.00 per month.

Section 12 of the Act

8. The Tenants claim that the Landlord has never provided an address to them since the start of the tenancy.
9. They assert that the Landlord failed to provide an address for service to them directly as a requirement under the Act even though the Tenants never expressly asked for the Landlord's address.
10. The Landlord and Landlord's Agent do not recall if the Tenants have been given the Landlord's address during the course of the tenancy.
11. Section 12 of the *Residential Tenancies Act* (Act) states:

(1) Every written tenancy agreement entered into on or after June 17, 1998 shall set out the legal name and address of the landlord to be used for the purpose of giving notices or other documents under this Act.

Copy of tenancy agreement

(2) If a tenancy agreement entered into on or after June 17, 1998 is in writing, the landlord shall give a copy of the agreement, signed by the landlord and the tenant, to the tenant within 21 days after the tenant signs it and gives it to the landlord.

Notice if agreement not in writing

(3) If a tenancy agreement entered into on or after June 17, 1998 is not in writing, **the landlord shall, within 21 days after the tenancy begins, give to the tenant written notice** of the legal name and address of the landlord to be used for giving notices and other documents under this Act.

[Emphasis added]

Failure to comply

(4) Until a landlord has complied with subsections (1) and (2), or with subsection (3), as the case may be,

(a) the tenant's obligation to pay rent is suspended; and

(b) the landlord shall not require the tenant to pay rent.

After compliance

(5) After the landlord has complied with subsections (1) and (2), or with subsection (3), as the case may be, the landlord may require the tenant to pay any rent withheld by the tenant under subsection (4).

12. While I have considered that the Tenants were served with the Landlord's L1 application which lists the Landlord's address, I do not find that sufficient to satisfy the requirement in section 12 (1).

13. I find that at the time of service of the N4 notice, the Landlord has not complied with the requirement of s.12(3) of the Act. As such the Tenants' obligation to pay rent was suspended pursuant to section 12(4) of the Act.

14. As a result the Tenants did not technically owe rent arrears when the N4 notice of termination was served and therefore the notice was invalid and cannot form the basis of a termination of the tenancy. An arrears only order also cannot be issued for the same reason.

15. Pursuant to section 12(5) after the Landlords have complied with subsections 12(1) and 12(2), or with subsection 12(3), as the case may be, the Landlords may require the Tenant to pay any rent withheld by the Tenant under subsection 12(4).

It is ordered that:

1. The Landlord's L1 application is dismissed.

March 30, 2026
Date Issued

Sheena Brar
Member, Landlord and Tenant Board

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