



Order under Section 135 Residential Tenancies Act, 2006

Citation: Mohan v Vijay, 2026 ONLTB 27481

Date: 2026-04-08

File Number: LTB-T-047516-25

In the matter of: 2310, Square One Drive 360
MISSISSAUGA ON L5B0G7

Between: Narayanan Mohan Tenant
Vidya Gopal

And

Bansal Vijay Landlord

Narayanan Mohan and Vidya Gopal (the 'Tenants') applied for an order determining that Bansal Vijay (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 13, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities.

Unlawful Rent Increase:

2. The Tenants allege that the Landlord charged them an illegal rent increase of \$30.00 as of January 2025. They submitted into evidence a copy of their original lease with handwritten amendments that state that "lease extended till Dec 01, 2025" and that rent is \$2,330.00 from January 2025. However, it is unclear when those amendments were added into the lease, and whether both parties agreed to them. Consequently, I find that the handwritten amendments do not constitute a new lease agreement.
3. It is undisputed that the Landlord did not provide the Tenants with a formal Notice of Rent Increase 90 days before the end of the one year term of the lease.
4. The Landlord alleges that both parties agreed to pay the increased rent after the first year term of the lease ended, and that the lease was extended by mutual agreement to December 2025.

5. After the first year term of the lease, the tenancy was a month to month tenancy. Although the parties, in theory, could choose to conclude a new one-year term lease at an increased rent, I find that the handwritten amendments are inconclusive. I find above that they do not prove, on a balance of probabilities, that the parties mutually agreed to conclude a new one year term tenancy agreement.
6. In light of my finding above, there was no “new lease”, and the tenancy became a month to month tenancy, continuing on the same terms as previously, on December 1, 2024. It continued at the same rent, but on a month to month basis.
7. Pursuant to section 116 of the *Residential Tenancies Act, 2006* (the ‘Act’), a landlord shall not increase the rent charged for a rental unit without giving the tenant 90 days written notice of the landlord’s intention.
8. It is undisputed that the Landlord failed to give a proper 90 days written notice to the Tenants. The unlawful rent increase is not saved by section 135.1(1) of the Act since the Tenants did not pay the unlawful increased rent for a period of 12 months. They filed their application six months after the rent increase, which is within the 12 month period. It is immaterial whether the Tenants signed the unlawful rent increase, or whether they agreed to it, the Landlord was not lawfully entitled to collect it.
9. The Tenants paid the unlawful rent increase of \$30.00 for five months, the months of January through May 2025. Consequently, the Tenants have overpaid \$150.00, and the Landlord shall reimburse them \$150.00

Last Month’s Rent Deposit:

10. The Landlord collected a last month’s rent deposit from the Tenants of \$2,300.00 on December 1, 2023. Pursuant to subsection 44(2) of the Act, which covers month to month tenancies, the Tenants were obliged to provide notice at least 60 days before the date of the termination, and it had to be on the last day of a rental period. In this case, the Tenants provided insufficient notice to terminate the tenancy. They gave the Landlord notice on May 1, 2025, that they were going to vacate the rental unit on May 31, 2025. They paid rent for the month of May 2025. The Landlord returned \$1,520.00 of the \$2,300.00 last month’s rent deposit to the Tenants
11. The Tenants allege that the Landlord rented the unit as of June 1, 2025, and they are therefore seeking the remaining \$780.00 of their last month’s rent deposit.
12. The Landlord said that he had to clean out the infested unit and the new tenants did not move into the rental unit until June 15, 2025. He also said that in order to mitigate his loss he had to rent out the unit at a lower rent of \$2,200.00.
13. Pursuant to subsection 88(1)1, the Landlord is entitled to rent from the Tenants to June 30, 2025. It is also undisputed that the Landlord mitigated his loss (as he is obliged by section 16 of the Act) by renting out the unit by June 15, 2025. The Landlord must reimburse the Tenants for the second half of June 2025.
14. The Landlord submits that in order to mitigate his loss he had to rent the rental unit out at a loss of \$2,200.00 rather than \$2,330.00 he was receiving from the Tenants.

15. I find that the lawful rent the Tenants were supposed to pay the Landlord was \$2,300.00, or \$100.00 more per month than the amount at which the Landlord was able to re-rent the unit. Consequently, I find that the Landlord is justified in reducing the amount he is liable to reimburse the Tenants by \$100.00 because he had to lower the rent to mitigate his loss and re-rent the unit in a timely fashion. Therefore, the Landlord should have reimbursed the Tenants \$1,150.00 (half the last month's rent deposit) minus \$100.00 or \$1,050.00.
16. The Landlord also owes the Tenants interest of 2.5% on their last month's rent deposit for a period of 17 months, or \$81.46.
17. The Landlord therefore owes the Tenants a total of \$150.00 + \$81.46 + \$1,050.00=\$1,281.46.
18. The Landlord has already reimbursed the Tenants \$1,520.00 for their last month's rent deposit.
19. The amount the Landlord is liable to reimburse the Tenants is exceeded by the \$238.54 the Tenants have been overpaid by the Landlord.

It is ordered that:

1. The Tenants' application is dismissed.

April 8, 2026
Date Issued

Nancy Morris
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.