



Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And Section 21.1 of the **Statutory Powers Procedure Act**

File Number: LTB-L-067349-25-AM

In the matter of: 4, 1321 BRANT ST
BURLINGTON ON L7P1X7

Between: Georgian Manor Apartments Landlord

And

Tenant

Terry Napier
Maureen Napier
Alistar Napier

Georgian Manor Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Terry Napier, Maureen Napier and Alistar Napier (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 4, 2025.

The Landlord's Agent, Marko Bukovac; the Landlord's Legal Representative, Cassandra Brito; the Tenants, Terry Napier and Maureen Napier; and the Tenant's Legal Representative, Kevaine Mighty attended the hearing.

This amended order is being issued to correct a clerical error in the order issued on January 30, 2026.

Determinations:

Preliminary Issue – What is the Lawful Monthly Rent?

1. The Tenant raised a preliminary issue that they believe the lawful monthly rent is \$1,568.60 as the Landlord has failed to serve valid notices of rent increase.
2. The Tenant submits that the Landlord served two notices of rent increase increasing the rent from \$1,550.00 to \$1,569.00 effective February 1, 2022 which was above the 1.2% guideline amount for that year. The Tenant testified that the amount the Landlord was

legally entitled to increase the rent to was \$1,568.60 effective February 1, 2022 as per section 120 of the *Residential Tenancies Act, 2006* (the 'Act').

3. It was undisputed that the rent charged for the year from February 1, 2022 to January 31, 2023 was \$1,568.60 which was the guideline amount for the rent increase.
4. Section 135.1 of the Act states:

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.

5. As there was no dispute that the rent charged for this period was \$1,568.60 for the year, the Tenant paid this amount for 12 consecutive months and the Tenant did not make an application within one year after the date the increase was first charged, I find that the rent increase to \$1,568.60 effective February 1, 2022 was valid pursuant to section 135.1 of the Act.
6. The Tenant also asserts that the N1 Notice of Rent Increase ('NORI') effective January 1, 2024 increasing the rent to \$1,607.81 provided to the Tenant on November 2, 2023. The Tenant asserts that as this NORI was short-served and did not provide the 90 days' notice as required by section 116(1) of the Act which states that "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."
7. The Landlord's Agent, Marko Bukovac ('MB') testified that he served the NORI on October 1, 2024 by sliding the NORI under the door of the rental unit. I found the Landlord's testimony to be credible with regards to service. As a result, I find that the notice of rent increase effective January 1, 2024 is valid.
8. The Tenants also challenged the lawfulness of the rent increase effective January 1, 2025.
9. The Landlord gave the Tenant a subsequent NORI effective January 1, 2025 increasing the rent to \$1,648.00. The Tenant asserts that as they believe the 2022 and 2024 increase were invalid, the Landlord's NORI for 2025 was invalid as it was calculated based on the allegedly unlawful prior rent increases and constitutes an above guideline increase contrary to section 120 of the Act. However, as I have found the 2022 and 2024 increases to be valid, there is no error in the calculation of the rent increase effective January 1, 2025.
10. Based on the evidence before me, I find that the lawful monthly rent is \$1,648.00 effective January 1, 2025.

Preliminary Issue – Validity of the N4 Notice of Termination

11. The Tenant provided into evidence photos of a cheque in the amount of \$1.60 paid on May 6, 2025 along with communications to the Landlord that as the Tenant had short-paid the rent, she was paying to top up the rent payments. I was satisfied based on the Tenants' evidence that this amount was paid by the Tenants and was not included in the N4 Notice of Termination ('N4 Notice').

12. Section 59(2) of the Act states that:

The notice of termination shall set out the amount of rent due and shall specify that the tenant may avoid the termination of the tenancy by paying, on or before the termination date specified in the notice, the rent due as set out in the notice and any additional rent that has become due under the tenancy agreement as at the date of payment by the tenant.

13. As the amount of rent owing was set out incorrectly in the N4 Notice, I find the N4 Notice to be invalid and a tenancy may not be terminated in accordance with an invalid notice of termination. The Landlord was given the option to pursue the application for arrears of rent only or to withdraw the application to seek termination of the tenancy if the Tenant does not pay the rent arrears owing. The Landlord requested to proceed with the application for the arrears of rent only. I was satisfied that the Landlord understood the consequences of the request and consented to the request.

L1 Application – Non-Payment of Rent

14. 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.

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

16. The lawful rent is \$1,648.00. It is due on the 1st day of each month.

17. Based on the Monthly rent, the daily rent/compensation is \$54.18. This amount is calculated as follows: $\$1,648.00 \times 12$, divided by 365 days.

18. The Tenant has paid \$6,276.00 to the Landlord since the application was filed.

19. The rent arrears owing to December 31, 2025 are \$1,421.72.

20. **The Landlord agreed to waive the costs of filing this application.**

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,421.72. This amount includes rent arrears owing up to December 31, 2025 and the cost of filing the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before February 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 11, 2026 at 4.00% annually on the balance outstanding.

January 30, 2026**Date Issued**

Christopher Lin

Member, Landlord and Tenant Board

April 7, 2026**Date Amended**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.

**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 December 30, 2025**

Rent Owing To December 31, 2025	\$7,697.72
Application Filing Fee	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,276.00
Total the Tenant must pay to continue the tenancy	\$1,421.72