



Order under Section 69 Residential Tenancies Act, 2006

Citation: Puri Properties Ltd v Campbell, 2026 ONLTB 28546

Date: 2026-04-16

File Number: LTB-L-086538-25

In the matter of: 214, 860 VICTORY ST
LASALLE ON N9J1W1

Between: Puri Properties Ltd Landlord

And

Jessica Campbell Tenant

Puri Properties Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Campbell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 6, 2026 and reconvened on March 27, 2026.

The Landlord, Jon Kulyk, the Landlord's representative, Cameron Parrott, and the Tenant attended the hearing.

Determinations:

1. 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on November 30, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit.

Are the Notices of Rent Increase (N1) valid?

4. The Tenant disputes the amount claimed owing in arrears on the grounds that the Notices of Rent Increase (N1) were not properly signed or dated by the Landlord.
5. The Landlord served N1s to the Tenant on May 1, 2020, January 1, 2022, January 1, 2023, and January 1, 2024. Copies of the first page of these N1s were admitted into

evidence by the Landlord. The N1s identify the Tenant, Landlord and the rental unit, explains the new rent and increase.

6. Section 212 of the *Residential Tenancies Act, 2006* (the 'Act') stipulates that notices or forms or documents that substantially comply with the Act are acceptable as long as they do not prejudice one party from participating.
7. The Tenant was unaware to explain how the clerical error on the N1s prejudiced her from participating in the proceeding. In support of her position that the N1s were invalid, she relied on paragraphs 42-44 of Board Order LTB-L-077806-22. However, I find the Adjudicator in that case made no determination whether the Notices were valid, only to say that if a notice does not meet the required form, the Landlord is not permitted to increase the rent.
8. I am satisfied the N1 notices substantially comply with the requirements set out in the Act and are therefore valid.

What is the lawful rent?

9. On October 19, 2019, the Landlord filed an application to increase the rent above the guideline. The Tenant acknowledged that she has withheld the increased portion of her rent since May 1, 2020 until the Landlord's application was adjudicated by the Board. On January 2, 2024, the Board granted the Landlord's application approving the above - guideline increase of rent.
10. The Tenant wishes me to rely on Order LTB-L-050920-24 for valid rent dating back to February 2023, which amounts to \$1,057.99. In this Order, the Adjudicator found that the tenant also should have brought a T1 Application to dispute the rent increase and arrears owing to the Landlord. Similarly, I find the Tenant also should have filed a T1 application to dispute the rent increases.
11. Section 135 of the Act provides that a tenant who believes a landlord collected money illegally should file a T1 application. There is a one-year time limitation to do so. The Tenant never filed a T1 order. She testified that she was busy representing her neighbours in the action regarding the Above Guideline Increase Order and working full time.
12. Accordingly, I conclude that s. 136(1) operates to say that "rent charged one or more years earlier shall be deemed to be lawful rent unless an application has been made within one year after the date that amount was first charged and the lawfulness of the rent charged is in issue in the application."
13. Having found that the N1s were valid and the Landlord's above the guideline increase was granted I am satisfied the lawful rent during the periods in question are as follows:
 - \$ 995.07 as of May 1, 2020
 - \$1,007.01 as of January 1, 2022
 - \$1,032.19 as of January 1, 2023

- \$1,057.99 as of January 1, 2024
- \$1,084.45 as of January 1, 2025

14. Rent is due on the 1st day of each month.

15. The Landlord relied on an account ledger (Exhibit 4) to establish the amount owing by the Tenant. The Tenant has not made any payments since the application was filed.

16. The rent arrears owing to November 30, 2025 are \$4,564.24.

17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

18. The Landlord collected a rent deposit of \$890.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.

19. Interest on the rent deposit, in the amount of \$127.90 is owing to the Tenant for the period from April 1, 2018 to November 30, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of November 30, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord **\$3,732.34**. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before April 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 28, 2026 at 4.00% annually on the balance outstanding.

April 16, 2026
Date Issued

Vanessa Davies
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$4,564.24
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$890.00
Less the amount of the interest on the last month's rent deposit	- \$127.90
Total amount owing to the Landlord	\$3,732.34