



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-009847-26

In the matter of: Basement, 8493 SWEET CHESTNUT drive
NIAGARA FALLS ON L2H0N1

Between: Monzer Alhundi Landlord

And

Katerina Nettos Tenant

Monzer Alhundi (the 'Landlord') applied for an order to terminate the tenancy and evict Katerina Nettos (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord, the Landlord's representative, Fatima Raeese, the Tenant's representative, Tamara Mahmoudi-Pruyn, and the Tenant attended the hearing.

Determinations:

N4 notice

1. The Landlord served the Tenant with a 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 N4 notice of termination served by the Landlord on the Tenant is defective. I make this finding because the Landlord testified that they increased the rent sometime in the summer of 2025 from \$1,200.00 to \$1,400.00 without serving the Tenant with a notice of rent increase ("NORI"). After I made my finding that the rent was unlawfully increased to \$1,400.00, the Landlord testified that the rent was actually increased to \$1,400.00 sometime in 2024 and that the Tenant had paid that rent for a period exceeding 12 months, making it the lawful rent. The Tenant did not agree. The Tenant testified that she never paid \$1,400.00 in rent payments. The Landlord submitted into evidence a ledger, which dated back to 2024, however, the ledger failed to support the Landlord's version of events. The payments sent by the Tenant were for \$1,200.00 and then an additional \$200.00 to \$500.00 sent separately. The parties agreed that these separate payments were for utilities, thus not being a part of rent. Therefore, the lawful rent is \$1,200.00 and the N4 notice is defective.

3. The Landlord agreed to proceed with arrears only and amend their application to reflect \$1,200.00 as the lawful rent.
4. Therefore, the lawful rent is \$1,200.00. It is due on the 1st day of each month.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. Based on the Monthly rent, the daily rent/compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12, divided by 365 days.
7. The Tenant has paid \$2,400.00 to the Landlord since the application was filed.
8. The parties agreed the rent arrears owing to April 30, 2026 are \$9,600.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,200.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

It is ordered that:

1. The Tenant owes the Landlord \$9,600.00 for rent arrears owed to April 30, 2026 and \$186.00 for the cost of filing the application.
2. The total the Tenant owes the Landlord is \$9,786.00.
3. The Tenant shall pay the Landlord the amount in paragraph 2 by May 31, 2026 or interest will start to accrue as of June 1, 2026 on the balance outstanding. Interest is calculated at 4.00% annually, as of June 1, 2026 on the balance outstanding.

April 16, 2026
Date Issued

Vishal Nanda
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.