



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Ko v Maison Canada Holdings Ltd., 2026 ONLTB 31129

Date: 2026-04-17

File Number: LTB-T-055280-25-RV

In the matter of: 341, 49 COLUMBIA ST W
WATERLOO ON N2L 3K4

Between: Justin Patrick Ko Tenant

and

Maison Canada Holdings Ltd. Landlord

Review Order

Justin Patrick Ko (the 'Tenant') applied for an order determining that Maison Canada Holdings Ltd. (the 'Landlord') collected or retained money illegally.

This application was resolved by order LTB-T-055280-25 issued on February 11, 2026.

On February 18, 2026, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On February 18, 2026, the Board granted interim order LTB-T-055280-25-RV-IN staying the order issued on February 11, 2026 and directing a hearing of the request for review.

The request for review was heard in videoconference room 149 on April 9, 2026.

The Tenant, his support person Adrienne Zheng and the Landlord's agent Borz Fariborzi attended the hearing.

Determinations:

1. The Landlord was ordered to refund the Tenant illegal charges and overpaid rent. The Board found that the Landlord had taken a rent increase without a valid notice of rent increase and in excess of the Guideline amount contrary to section 120 of the *Residential Tenancies Act, 2006* (the 'Act'). The Board also found that the Landlord had collected an "extra occupant fee" prohibited by section 134 of the Act.
2. The Landlord had argued that because the Tenant signed an N11 *Agreement to Terminate* and later changed his mind, the parties had replaced the old tenancy agreement with a new tenancy agreement and were therefore free to set a different rent.

3. The Landlord repeated the same arguments at the review hearing. In essence, the Landlord says that he accepted the Tenant's request to terminate early and switch to a different unit that had a higher rent. When the Tenant changed his mind and stayed, the Landlord obliged him but only on the understanding that the Tenant would pay a new higher rent. The Landlord feels this is fair because the Landlord turned away prospective renters willing to pay the higher amount and should not lose that additional revenue simply because it agreed to accommodate the Tenant's changing plans.
4. The Board's reasons show that it understood the substance of the Landlord's position. The Board found that the N11 was ineffective at terminating the tenancy in these circumstances. Mindful of its duty to ascertain the real substance of all transactions and activities despite their outward form, the Board found that the Landlord in effect rescinded the agreement to terminate by choosing not to enforce it and letting the Tenant stay. The Board instructed itself on the governing law by reference to binding authority in the Court of Appeal's decision in *Honsberger v. Grant Lake Forest Resources Ltd.*, 2019 ONCA 44 that says landlords and tenants cannot circumvent the Rent Rules in Part VII of the Act by signing new leases. Therefore, the Board determined that the original tenancy continues and is deemed renewed on the same terms and conditions pursuant to section 38 of the Act. As the lawful rent remains unchanged, the Landlord could not increase it (or charge additional fees) without complying with the rules in Part VII of the Act.
5. The Landlord also questioned the quantum of the award. His agent stated that the Board made arithmetic errors but could not identify the errors or the correct amounts. The Landlord's agent did not point me to anything on the evidentiary record that is inconsistent with the Board's findings of fact.
6. My review of the hearing recording shows that the Board's findings of fact are rationally connected to the evidence and disclose no error. The Board applied correct legal principles to proven facts. While a different adjudicator may have taken a different view of the evidence, I decline to interfere with the assessment of the evidence by the adjudicator of first instance who observed the witnesses, heard their testimony in full, and reviewed the documentary evidence. Interpretation Guideline 8, *Review of an Order* clarifies that a review is not an appeal or an opportunity to change the way a case was presented in the hope of achieving a different outcome.

It is ordered that:

1. The request to review order LTB-T-055280-25 issued on February 11, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order LTB-T-055280-25-RV-IN issued on February 18, 2026 is cancelled. The stay of order LTB-T-055280-25 is lifted immediately.

April 17, 2026
Date Issued

Nersi Makki
Member, Landlord and Tenant Board

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