



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-097752-25

In the matter of: 211, 150 Christopher Drive
Cambridge Ontario N1R4S4

Between: Nada Aburaneh Tenant

And

Starlight Canadian Residential Growth Landlord

And

Signet Group Inc Landlord's Agent

Nada Aburaneh (the 'Tenant') applied for an order determining that Starlight Canadian Residential Growth (the 'Landlord') and Signet Group Inc (the 'Landlord's Agent') collected or retained money illegally.

This application was heard by videoconference on April 21, 2026.

The Landlord's representative, Sean D. Beard, the Tenant's agent, Mahmoud Aburaneh, and the Tenant attended the hearing. Legal representative, Peter Schroeder, also attended the hearing and represented Kastda Apartments Inc. ("the former landlord"), who were also named as the landlord.

At the hearing, parties agreed that Kastda Apartments Inc. had not been the landlord since February 2025 and were therefore not legally the landlord when the application was filed on October 27, 2025. Pursuant to section 18 of the *Residential Tenancies Act*, 2006, which states, "*covenants concerning things related to a rental unit or the residential complex in which it is located run with the land, whether or not the things are in existence at the time the covenants are made*", I removed Kastda Apartments Inc. as a named landlord.

Preliminary Issue:

RGI Unit

1. The parties agreed that the rental unit is a rent geared-to-income ("RGI") unit. The Tenant submitted that the issue to be determined by the Board is not whether the rental unit is an RGI, but rather if the Landlord were legally able to serve two N1 notice of rent increases within a 12-month period.
2. The Landlord's representative submitted that the two notices provided by the Landlord to the Tenant were not provided within the same 12-month period, but rather the rent was increased on February 1, 2024 via the first N1 notice and then again on November 1, 2025 via the second N1 notice. The N1 notices for both these dates were submitted into evidence by the Tenant.
3. I find in favour of the Landlord as February 1, 2024 to November 1, 2025 is approximately 18-months apart. Therefore, the Landlord was legally able to serve the first N1 notice to increase rent on February 1, 2024 and then again to increase rent on November 1, 2025.

Determinations:

1. After I made a finding on the preliminary issue regarding the serving of two N1 notices, the Tenant submitted that the amounts in the N1 notices were incorrect.
2. Pursuant to section 203 of the Act, the Board does not have the jurisdiction to consider eligibility or the amount payable to parties receiving rent geared-to-income assistance. As such, I have no jurisdiction to hear the Tenant's application requesting the Board make a finding on the increases being unlawful.
3. Therefore, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

April 27, 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.