



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-092038-25

In the matter of: 1612, 55 TRILLER AVE
TORONTO ON M6R2H6

Between: Rachel Abaetcola Tenant

And

MetCap Living Landlord

Rachel Abaetcola (the 'Tenant') applied for an order determining that MetCap Living (the 'Landlord') collected or retained money illegally.

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

The Landlord's agent, Fjoralba Jano, the Landlord's witness, Jennifer Wong, the Landlord's Legal Representative, Lavinia Volney, and the Tenant attended the hearing.

Preliminary Issue:

1. The Tenant filed a T1 application under section 135 of the *Residential Tenancies Act, 2006* (the 'Act'), alleging that the Landlord collected money illegally. At the outset of the hearing, the parties consented to narrow the issue for determination to the lawful monthly rent as of November 1, 2024.

Determinations:

2. The Tenant testified that the monthly rent at the start of the tenancy in October 2023 was \$2,251.00 and that she paid that amount from November 1, 2023, to October 31, 2024. The Tenant's position was that the lawful rent remained \$2,251.00 as of November 1, 2024, because the N1 notice she says she received in December 2024 was unsigned and therefore invalid. The Tenant submitted a copy of that N1 notice at the hearing. The second page of the Tenant's copy was dated August 1, 2024, and did not contain the Landlord's signature. The notice stated that the new rent effective November 1, 2024, would be \$2,307.27, representing a 2.5% increase.
3. The Landlord's evidence was first given through Fjoralba Jano, the property manager. Ms. Jano identified the Landlord's position that a proper N1 notice had been served on the Tenant in July 2024, and a copy of that N1 was submitted at the hearing. The Landlord's

copy of the N1 was dated July 08, 2024, and contained a staff signature. The contents of the first page were otherwise the same as the Tenant's version. Ms. Jano testified that the N1 was sent through Canada Post and delivered to the tenants' mail slots in the building, and that it was not returned as undeliverable. She also explained the Landlord's position that the unsigned document later received by the Tenant in December 2024 was not the original N1 that had been served in July 2024, but rather a computer-generated copy printed later as part of a collection effort when a small balance remained owing. According to Ms. Jano, when the Tenant questioned why money was still owing, staff printed a computer-generated rent increase notice from the system, and that later printout did not contain the original signature.

4. The Landlord also called Jennifer Wong, a senior revenue accountant. Ms. Wong testified that she is the person at head office who prepares and issues N1 notices. Her evidence was that her office generates the N1 forms, signs them, and mails them to tenants through Canada Post. She confirmed that the Landlord's digital copy of the N1 for the rental unit was the office copy, that it had been prepared in the ordinary course, and that no returned mail was received.
5. Ms. Wong further testified that the property manager's name is placed on the form so that tenants know whom to contact, but the document itself was prepared and mailed by her on July 22, 2024. A certificate of service was submitted at the hearing and entered as the Landlord's evidence. She also explained that the signature appearing on the Landlord's copy was a digitized version of her actual signature that is applied when the form is issued.
6. The Landlord's final position was that the N1 had been properly mailed to the Tenant by Canada Post on July 22, 2024, and, as it was not returned, should be treated as properly served and effective November 1, 2024.
7. Pursuant to subsection 191(3) of the Act a notice or document given by mail shall be deemed to have been given on the fifth day after mailing. Two important points come out of this provision. First, service of a notice is effective five days after the document is placed in the mail. Second, service by mail is deemed effective, on the fifth day. The word "deemed" indicates that when a document is mailed, it is considered served on the fifth day regardless of whether the person it is intended for actually received it.
8. Based on the evidence before me, I find, on a balance of probabilities, that the Landlord properly served the N1 notice on the Tenant on July 22, 2024. I find the Landlord's evidence and witness testimony to be consistent and credible. I accept the evidence of Ms. Wong that the N1 was generated and mailed by head office in the ordinary course, that a digital backup copy was kept, and that no returned mail was received. I also accept the Landlord's explanation that the unsigned version later received by the Tenant was not the original notice of rent increase, but a later computer-generated copy. In the circumstances, I am satisfied that the original N1 was signed and served by mail.
9. I therefore find that the notice complied with subsection 116(1) of the Act. Given the effective date of the rent increase, namely November 1, 2024, and the Landlord's evidence that the N1 was mailed in advance in the ordinary course, I am satisfied that the required notice period under the Act was met.

10. The increase from \$2,251.00 to \$2,307.27 is \$56.27, which is 2.5%. That increase was within the guideline. Accordingly, I find that the lawful monthly rent effective November 1, 2024, was \$2,307.27.
11. As the lawful rent effective November 1, 2024, was \$2,307.27, the Tenant has not established that the Landlord collected money illegally on the basis advanced in this application. The application must therefore be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

April 23, 2026
Date Issued

Joy Xiao
Member, Landlord and Tenant Board

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