



Order under Section 135 Residential Tenancies Act, 2006

Citation: Wiley v Morgans Point United Church Trustees, 2026 ONLTB 34918

Date: 2026-05-06

File Number: LTB-T-107935-25

In the matter of: 11434 Lakeshore Road West
Port Colborne On L3K5V4

Between: Catherine Wiley Tenant

And

Morgans Point United Church Trustees Landlord

Catherine Wiley (the 'Tenant') applied for an order determining that Morgans Point United Church Trustees (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 22, 2026.

The Landlord's agent Dan Augustine, the Landlord's support Grace Staley, and the Landlord's representative Judith Callender attended the hearing. The Tenant and the Tenant's support Cassandra Fairchild also attended.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. On consent of the parties, the respondent Dan Augustine is removed as a party to the proceeding, the parties agree that Mr. Augustine is merely an agent of the actual Landlord Morgans Point United Church Trustees. The application is amended to reflect this entity as being the Landlord.

Illegal rent collected

3. The Landlord did not collect rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act').
4. The Tenant filed this T1 application on December 11, 2025. This filing date is the first instance of the Tenant having challenged the lawful rent.
5. The Tenant moved into the unit in 2014. The rent at that time was \$850.00.

6. The rent was increased for the first time on November 1, 2022 to \$950.00 which is in excess of Ontario's guideline rental amounts. The rental unit is not exempt from rent control. The \$100.00 increase was because the Landlord wanted the rent to reflect market rent in the area. A Board form was not used to give notice to the Tenant of the increase. The Tenant paid this increase for 12 consecutive months and did not challenge the increase within one year of the first date it was charged. Therefore, the rent increase is deemed not to be void under section 135.1 of the Act. This section states:

Rent increase deemed not void

135.1 (1) An increase in rent that would otherwise be void under subsection 116(4) is deemed not to be void if the tenant has paid the increased rent in respect of each rental period for at least 12 consecutive months.

Non-application

(2) Subsection (1) does not apply with respect to an increase in rent if the tenant has, within one year after the date the increase was first charged, made an application in which the validity of the rent increase is in issue.

7. The next increase of \$100.00 was first effective as of November 1, 2023 when rent was raised to reflect market rent in the area to \$1,050.00. A Board form was not used to increase the rent. The Tenant paid this increase for 12 consecutive months and did not challenge the increase within one year of the first date it was charged. Therefore, the rent increase is deemed not to be void under section 135.1 of the Act.
8. The third increase of \$100.00 was first effective as of November 1, 2024 when rent was raised to \$1,150.00. Similarly, rent was raised to reflect market rent. A Board form was not used to increase the rent. The Tenant paid this increase for 12 consecutive months and did not challenge the increase within one year of the first date it was charged. Therefore, the rent increase is deemed not to be void under section 135.1 of the Act.
9. The parties discussed whether to raise the rent as of November 1, 2025 to \$1,250.00 to again reflect market rent. An agreement was drafted but not signed by the parties. The Tenant never paid this sum in rent. In November of 2025 the Tenant paid \$1,150.00.
10. On November 27, 2025 the Landlord issued the Tenant an N1 notice to increase rent by the guideline amount of 2.1% for the year of 2026, with rent being raised to \$1,174.15 effective March 1, 2026. A Board approved form was used.
11. The parties agreed that the Tenant paid \$1,150.00 for the months of December 2025 to February 2026. The parties agree that the Tenant paid \$1,174.15 for the months of March and April 2026.
12. The Tenant's lawful rent as of the hearing date is \$1,174.15. This is because the Tenant failed to file an application in time to contest the previously illegal rent increases by the Landlord, and by paying an illegal rent consecutively over 12 months in each case, the rent became lawful pursuant to section 135.1. The Tenant has not made any overpayments of rent.

It is ordered that:

1. The Tenant's application is dismissed.

May 6, 2026
Date Issued

Madeline Ntoukas
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.