



Order under Section 135 Residential Tenancies Act, 2006

Citation: Mosaed v Diaz, 2026 ONLTB 35253

Date: 2026-05-06

File Number: LTB-T-103615-25

In the matter of: 417, 25 COLE ST
TORONTO ON M5A4M3

Between: Noor Mosaed
Abdullah Saleh Tenants

And

Romulo Diaz Landlords
Ben Barkworth

Noor Mosaed and Abdullah Saleh (the 'Tenants') applied for an order determining that Romulo Diaz and Ben Barkworth (the 'Landlords') collected or retained money illegally.

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

Only the Tenants attended the hearing.

As of 9:31 a.m., the Landlords were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must compensate the Tenants in the amount of \$2,398.00.
2. The Tenants testified that they were never provided with N12 compensation.
3. As of their move in date on April 1, 2024 the Tenants lawful rent was \$2,455.00. This includes sums classified as rent in the amount of \$2,350.00, \$60.00 in hydro related utilities paid to the Landlords, and \$45.00 in internet utilities paid to the Landlords. Because these utilities did not fluctuate each month and they were paid directly to the Landlords they fall within the definition of rent. Section 2 of the *Residential Tenancies Act*, 2006 (the 'Act') defines rent as follows:

“rent” includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to a landlord or the landlord’s agent for the right to occupy a rental unit **and for any services and facilities** and any privilege, accommodation or thing that the landlord provides for the tenant in respect of the occupancy of the rental unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing, [...].

4. The definition of “services and facilities” under section 2 of the Act includes “heating facilities and services” and “utilities and related services” hence bringing in hydro and internet payments within the definition of rent.
5. The Tenants testified that the Landlords raised the internet portion of the rent to \$50.00 effective April 1, 2025 on approximately 60 days notice. I was not provided with any evidence that 90 days notice was given or that a Board form was used. The Tenants paid an increased rent of \$2,460.00 from April 1, 2025 to their move out date which is less than 12 months. The Tenants moved out of the rental unit on December 6, 2025. Pursuant to section 116(4) of the Act this increase to \$2,460.00 is void because the Landlords did not provide the required amount of 90 days notice. Hence, the lawful rent remained \$2,455.00.

Compensation for N12 Notice owing

6. The Landlords gave the Tenants a notice of termination under section 48 of the Act and did not pay the Tenants the compensation required by the Act. The N12 notice was served on October 1, 2025 and had a termination date of November 30, 2025.
7. \$2,455.00 in N12 compensation is owing to the Tenants. However, on the Tenants application they only claim \$2,350.00 in compensation and thus are limited to that amount.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$2,398.00. This amount represents:
 - \$2,350.00 for compensation owing.
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenants the full amount owing by May 17, 2026.
3. If the Landlords do not pay the Tenants the full amount owing by May 17, 2026, the Landlords will owe interest. This will be simple interest calculated from May 18, 2026 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 6, 2026
Date Issued

Madeline Ntoukas
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.