



Order under Section 135 Residential Tenancies Act, 2006

Citation: Whitefield v Roman, 2026 ONLTB 35319

Date: 2026-05-07

File Number: LTB-T-078008-25

In the matter of: 161 HOLLAND CIRCLE
CAMBRIDGE ONTARIO N3C0E2

Between: Nina Whitefield Tenant

And

Alison Roman Landlord

Nina Whitefield (the 'Tenant') applied for an order determining that Alison Roman (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 25, 2026.

The Landlord's legal representative Brittany Colley, the Landlord, and the Tenant attended the hearing.

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.

Illegal Rent Collected

2. The Landlord's legal representative raised the issue that the Tenant's application seeks reimbursement on the basis of an unlawful rent collected between June 2023 and September 2025. The Tenant's T1 application was filed on September 11, 2025.
3. It was undisputed that the Tenant paid a rent increase of \$458.00 per month between June 2023 up to September 2025.
4. Section 116(1) of the Act provides:

116 (1) A landlord shall not increase the rent charged to a tenant for a rental unit without first giving the tenant at least 90 days written notice of the landlord's intention to do so.

5. The Act further sets out that an increase in rent is void if a landlord does not comply with section 116(1):

(4) An increase in rent is void if the landlord has not given the notice required by this section, and the landlord must give a new notice before the landlord can take the increase.

6. A rent increase that would otherwise be void is deemed not to be void if the Tenant paid the increased rent for a period of at least 12 consecutive months pursuant to section 135.1(1):

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.

7. When considering section 135.1(2), the Tenant did not make an application challenging the rent increase within one year after the increase was first charged and therefore, subsection 135.1(1) applies.
8. The Tenant paid the increase for 12 consecutive months pursuant to section 135.1(1), and the rent increase is deemed not to be void. The rent increase is deemed lawful by operation of section 135.1(1).
9. Accordingly, I find the Landlord did not collect rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act').

Rent Deposit Not Applied to Last Month of Tenancy

10. There was no dispute that the Tenant's rent deposit was applied to the month of October 2024, as a result of the Tenant advising they would be vacating the rental unit.
11. The Landlord's evidence is that when the Tenant gave notice to vacate the Landlord agreed to apply the rent deposit to the month of October at the Tenant's request.
12. Based on the evidence before me, the Landlord applied the Tenant's rent deposit to rent for the month of October 2024, and the Tenant's evidence does not persuade me to a different finding. Therefore, the Landlord did not illegally retain the Tenant's rent deposit.
13. The Tenant also made submissions that the Landlord owes interest on the rent deposit in the amount of \$141.60. This allegation was not set out in the T1 application, and no determination is made in relation to interest payable on the rent deposit.

It is ordered that:

1. The Tenant's application is dismissed.

May 7, 2026
Date Issued

Kyle McGraw
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.