



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-098502-25

In the matter of: 313 HOLLYBERRY TRAIL
NORTH YORK ON M2H2P5

Between: Adriel O'Malley Tenant
Fernanda Leite Santos O'Malley

And

Ang Li Landlord

Adriel O'Malley and Fernanda Leite Santos O'Malley (the 'Tenant') applied for an order determining that Ang Li (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 1, 2026.

The Landlord and the Landlord's Legal Representative Yun Tao Li and the Tenant Adriel O'Malley attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$835.79.

Illegal rent collected

2. The Landlord collected rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act').
3. The Application indicates that on February 14, 2024 the Landlord and Tenant agreed in writing to raise the lawful monthly rent to \$2212.36 per month.
4. The Tenant testified that on February 8, 2025 he received an email from the Landlord indicating that the new rent in 2025 would be \$2267.67 per month. The Tenant replied "confirmed, thanks Ann." The Tenant testified that he began paying this rent from March

2025 and paid it until December 2025. The Tenant testified that the Landlord did not provide an N1 with respect to this increase.

5. The Tenant testified that the lawful monthly rent should have been \$2212.36 per month rather than \$2267.67 and sought \$497.79 for excess rent collected by the Landlord for 9 months.
6. During cross examination the Tenant testified that when he received the email, he understood that it was a concerning rent increase and was for 2.5% and that he replied confirmed. He testified that at the time he did not know that the Landlord had not complied with the proper procedures to raise the rent.
7. The Landlord testified that on February 8, 2025 she sent the Tenant an email indicating the rent would be raised and he replied "confirmed". She testified that she understood the Tenant's reply to mean that he understood and accepted the rent increase. She testified that he would always confirm and pay afterwards. She also testified that when she followed the rent increase guideline the Tenant never questioned the increases. She testified that this had been her practice for 8 years.
8. Section 110 of the Act states:

110 No landlord shall increase the rent charged to a tenant for a rental unit, except in accordance with this Part.

9. I also note that pursuant to Section 3 of the Act, parties cannot agree to waive their rights and obligations under the Act. Therefore, parties cannot contract out of the rent rules.
10. Section 116 states:

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. 2006, c. 17, s. 116 (1).

(2) Subsection (1) applies even if the rent charged is increased in accordance with an order under section 126. 2006, c. 17, s. 116 (2).

(3) The notice shall be in a form approved by the Board and shall set out the landlord's intention to increase the rent and the amount of the new rent. 2006, c. 17, s. 116 (3).

(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. 2006, c. 17, s. 116 (4).

11. In this case while the Landlord sent the Tenant an email indicating the rental would be increased, and the Tenant received this email and confirmed the new rent, the Landlord has not complied with Section 116 as they did not provide the Tenant with a notice of rent increased form approved by the Board. I also note that the increase was not sent to the Tenant 90 days in advance and the email sent by the Landlord did not indicate the date that the increase was to take effect.

12. I also note that in *Price v. Turnbull's Grove Inc.*, 2007, ONCA 408 the court of appeal interpreted the "void" in section 116(4) to mean void ab initio, a legal nullity, as if it did not exist. It concluded that a notice that is "void" cannot be cured by section 136 as you cannot cure something that does not exist. Therefore, even if the Tenant had paid the increased rent for a period of one year the increase could not be saved by Section 136.
13. I also note that as the Tenant has not paid the increase for at least 12 consecutive months it cannot be saved by Section 135.1.
14. While the Landlord also alleged substantial compliance with the Act, I note that the requirement to provide a notice of rent increase is mandatory, and parties are not permitted to contract out of the requirements under the Act. Additionally, I note that the Landlord's email of February 8, 2018 does not substantially comply as it does not indicate a date that the increase shall take effect and does not provide 90 days notice.
15. Therefore, I am satisfied that the Landlord collected rent in excess of the amount allowed by the Residential Tenancies Act, 2006 (the 'Act')

Interest on rent deposit owing

16. The Landlord failed to pay the Tenant interest on the last month's rent deposit, as required by the *Residential Tenancies Act, 2006* (the 'Act').
17. The Tenant moved in March 15 2018. He paid a last month rent deposit of \$2000.00 on February 20, 2018. He vacated on February 14, 2016.
18. The Landlord's Legal Representative did not dispute that the Tenant was entitled to the interest owing on the last month rent deposit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$835.79. This amount represents:
 - \$497.79 for excess rent collected.
 - \$290.00 for interest on the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 15, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 15, 2026, the Landlord will owe interest. This will be simple interest calculated from May 16, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 4, 2026
Date Issued

Reid Jackson
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.