



**Order under Subsection 87(1)
Residential Tenancies Act, 2006**

Citation: CUPID V ZALAN, 2026 ONLTB 36224

Date: 2026-05-06

File Number: LTB-L-014746-26

In the matter of: 2212 LAKESHORE BLVD WEST
LAKESHORE BLVD WEST
TORONTO ON M8V0C2

Between: FITZROY CUPID Landlord

And

CONNOR ZALAN Tenant

FITZROY CUPID (the 'Landlord') applied for an order requiring CONNOR ZALAN (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on April 30, 2026. The Landlord and the Tenant attended the hearing.

Determinations:

1. The Tenant vacated the rental unit on March 31, 2026. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Tenant did not pay the total rent they were required to pay for the period from October 1, 2025, to March 31, 2026.
3. The lawful rent is \$2,150.00. It is due on the 1st day of each month.
4. The Tenant contested the arrears stating that when he began the tenancy in 2022, his rent was \$1,850.00 monthly. However, he was made to sign an N11 as a condition of the tenancy, which terminated the tenancy in six months' time. After the six-month period was over, the Tenant was able to remain in the rental unit but had to sign a new tenancy agreement which raised the rent to \$2,150.00, which was well over the guideline maximum of 2.5%, and in contravention of s.120(2)2 of the Act. Therefore, the Tenant states he does not owe the Landlord the arrears claimed in the application.
5. I agree with the Tenant's submissions in that it is unlawful to require a Tenant to sign an N11 as a condition of granting a tenancy. I also agree that the rent was raised above the guideline amount of 2.1% in 2022.

6. However, section 136(1) says that rent charged one or more years earlier shall be deemed to be lawful unless an application has been made within one year after the date that the amount was first charged and the lawfulness of the rent charged is in issue in the application.
7. The Landlord's application was filed in February 2026. The Tenant did not bring an application. Given that the unlawful rent increase was charged in 2022, and neither the Tenant nor the Landlord brought an application in which the lawful rent charged was in question within one year after the amount was charged, this became the lawful rent.
8. The Tenant has not made any payments since the application was filed.
9. The tenancy ended on March 31, 2026, as a result of the Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Tenant's obligation to pay rent also ended on that date.
10. The rent arrears and daily compensation owing to March 31, 2026, are \$2,972.36.
11. As such, the lawful monthly rent became \$2,150.00 because no app
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,158.36. This amount includes rent arrears owing up to March 31, 2026, and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 18, 2026 at 4.00% annually on the balance outstanding.

May 6, 2026
Date Issued

Jane Dean
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.