



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-103898-25

In the matter of: 707, 2460 KEELE ST
NORTH YORK ON M6L2N4

Between: Liliana Stoicescu Tenant

And

Tripti Tsingh Landlord
2363753 Ontario Inc

Liliana Stoicescu (the 'Tenant') applied for an order determining that Tripti Tsingh and 2363753 Ontario Inc (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 30, 2026.

The Tenant, the Landlord's legal representative, James Moak and an agent for the Landlord, Lee Goldenberg attended the hearing.

Determinations:

The Tenant requested to amend the application

1. Board records indicate the Tenant requested to amend the application in writing on April 23, 2026.
2. The Tenant stated that the Landlord had received a copy of the amendment.
3. The amendment request is for the Board to find the N1 notice invalid and return the Tenant's lawful rent to the prior amount.

Analysis

4. The Tenant's request to amend the application is for the Board to make a finding the notice is invalid and return the rent to the prior amount.
5. I make note the Tenant's original application is also seeking compensation for the difference in rent the Landlord charged should the Tenant be successful in her application.

6. I see no need to amend the application given the Tenant's requests are remedies already available to the Tenant should the Tenant be successful in her application.
7. In my view the application does not need amending and shall remain unchanged.

Determinations:

8. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
9. The Tenant moved into the rental unit on June 1, 2009.
10. The Tenant is still in possession of the rental unit.
11. Board records indicate the Tenant filed the application on November 21, 2025 with allegations the Landlord has collected rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act').
12. The Tenant filed evidence with the Board to support her claims in the application of the illegal rent increase / invalid N1 notice (DOC-7827423).
13. The Tenant stated that the Landlord served an N1 notice of increase in rent on June 1, 2024 indicating that the Landlord was applying a 5.5% rent increase in the amount of \$63.68 effective December 1, 2024, making the new lawful rent \$1,221.43. The Tenant submitted a copy of the N1 notice to support her claim.
14. The Tenant's position is that the notice is defective pointing out the 5.5% increase is incorrect as it is above the Board order AGI amount of 1.46% combined with her 2.5% annual increase. The Tenant also points out the calculated amount of \$63.68 and the total rent increasing to \$1,221.45 are above the legal increase allowed by the Board.
15. The Tenant's evidence contained the Landlord's rent ledger and indicated the Tenant's prior lawful rent as of November 1, 2024 was \$1,089.87.
16. The Tenant is seeking compensation in the amount of \$323.27, the difference of the illegally charge rent from her prior lawful rent.
17. The Landlord's position is the N1 notice is not defective and the 5.5% amount indicated on the notice is a clerical error along with the total rent increase and the increased amount of \$63.68.
18. The Landlord's legal representative stated that the actual increase for the Tenant as of December 1, 2024 should be 2.5% and this amount was being paid by the Tenant as of December 1, 2024.
19. The Landlord's legal representative submits that the Landlord ledger evidTenant's own ledger shows she started to pay \$1,117.11 as of December 1, 2024 which is a 2.5% increase from the prior \$1,089.87.

Analysis

20. Section 116 of the *Residential Tenancies Act*, 2006 (the “Act”) states:

Notice of rent increase required

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).

Contents of notice

(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).

21. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Tenant has proved the allegations in the application.

22. Although the Tenant claims the Landlord’s applied increase amount of 5.5% is above the allowable AGI amount, plus her annual increase is incorrect.

23. The Board’s Interpretation Guideline 14 states:

3% Limitation

The maximum annual increase allowed in an application based on capital expenditures or security services or both is 3% above the guideline. Where more than 3% is justified, the rent is increased by 3% in the first year and any remaining increase may be taken in subsequent years, to a maximum of two additional years at 3% each year.

24. Nonetheless, the Landlord’s increase of rent whether combining an AGI amount or an annual guideline increase must correctly identify the amount the Landlord is seeking.

25. Based on the submission of the N1 notice, none of the calculations in the notice are consistent with the AGI or annual guideline increase.

26. The Landlord’s legal representative stated that the Tenant had started to pay the annual guideline increase of 2.5% as of December 1, 2024 in the amount of \$1,117.11 up from \$1,089.87 and the 5.5% increase indicated on the notice is a clerical error subject to section 212 Substantial Compliance Sufficient: Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient. 2006, c. 17, s. 212.

27. I disagree with this position. The Act requires the Landlord to give a valid notice of rent increase and must include particulars based on accurate percent increase of rent, the calculated amount of rent increase and the total new increase amount the Tenant is expected to pay.

28. The Landlord's N1 notice is deficient with respect to all three of these requirements.
29. Based on the ledger the Tenant's lawful rent on November 1, 2024, one month before the annual guideline increase was \$1,089.87. The percent indicated on the notice at 5.5% does not equal the increased amount and the total amount of lawful rent indicated does not add up with any of the calculations on the notice.
30. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Tenant has proved the Landlord served an invalid N1 notice of rent increase.

Remedy

31. The Tenant requested compensation in the amount of \$323.27 for the illegal rent paid between December 1, 2024 and November 1, 2025.
32. The Tenant also seeks for the Board to make a determination on the lawful rent.
33. Based on the Tenant's submissions and Landlord's rent ledger provided by the Tenant in her evidence, I find the lawful rent is in the amount of \$1,089.87 as of November 1, 2024 as the Landlord's N1 notice for increase on December 1, 2024 is invalid.
34. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$323.27 amount represents:
 - \$323.27 for excess rent collected.
2. The Landlord shall pay the Tenant the full amount owing by May 25, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 25, 2026, the Landlord will owe interest. This will be simple interest calculated from May 26, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by May 25, 2026, the Tenant may recover this amount by deducting \$27.04 from the June 1, 2026 rent and \$26.93 each month from starting from July 1, 2026 to May 31, 2027.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 14, 2026
Date Issued

Greg Brocanier
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.