



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-001986-26

In the matter of: 374 PEREGRINE WAY
Milton ON L9T7N9

Between: ROBERT KWASI MENSAH Amos Tenant

And

Mohammad KWASI MENSAH Zia Landlord

ROBERT KWASI MENSAH Amos (the 'Tenant') applied for an order determining that Mohammad KWASI MENSAH Zia (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 19, 2026 at 09:00 am.

The Landlord Agent Mohammad Yousuf and the Tenant attended the hearing.

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 \$239.00.
2. The Tenant moved into the rental unit, a basement apartment, on August 15, 2022 and moved out on February 28, 2026. The Tenant filed their application on January 31, 2026.
3. It was the Tenant's testimony that throughout the tenancy the Landlord Agent would illegally increase the rent with the last increase being on October 1, 2025 wherein they increased the rent from \$1,943.65 to \$1991.40 and that prior to doing so failed to provide a Board approved Notice of Rent Increase (NORI) form 90 days prior. It was also their testimony that they paid the increase in rent from October 1, 2025 until they vacated on February 28, 2026.
4. The Tenant then testified they were seeking the difference in rent paid in addition to the filing fee for the application.
5. In response the Landlord Agent corroborated the Tenant's testimony, testifying they did increase the rent on October 1, 2025, which the Tenant paid, and that they communicated the increase via text message a few days prior. They also admitted that this was their practice for the years previous.

Analysis

6. Subsection 116(1) of the Residential Tenancies Act, 2006 (the “Act”) states: 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. Furthermore subsection 116(3) of the Act states that 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.
7. Based on the above testimony, specifically, that of the Landlord, I am satisfied that the Landlord failed to provide proper notice and thereby collected rent in excess of the amount allowed by the Act.

Remedies awarded

8. Given it was uncontested that the Tenant paid the difference in rent for the period of October 1, 2025 until February 28, 2026 I am satisfied that pursuant to subsection 135(4) of the Act the Tenant is entitled for the difference paid for the period of October 1, 2025 until February 28, 2026 totalling \$191.00.
9. Furthermore, I am also satisfied the Tenant is entitled to be reimbursed the \$48.00 in cost associated with filing their application.

It is ordered that:

1. The total amount the Landlord's Agent shall pay the Tenant is \$239.00 This amount represents:
 - \$191.00 for excess rent collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 7, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 7, 2026, the Landlord will owe interest. This will be simple interest calculated from June 8, 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 27, 2026
Date Issued

Kelly Delaney
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.