



**Order under Sections 87, 135, 30, and 31
Residential Tenancies Act, 2006**

Citation: Rahman v Colman, 2026 ONLTB 40615

Date: 2026-05-26

File Number: LTB-L-046501-25/ LTB-T-090623-24

In the matter of: 9 PORTER DR
GUELPH ON N1L1M3

Between: CHRISTIAN COLMAN Landlord

And

YAMIN RAHMAN Former Tenant

CHRISTIAN COLMAN (the 'Landlord') applied for an order requiring YAMIN RAHMAN (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

YAMIN RAHMAN (the 'Former Tenant') applied for an order determining that CHRISTIAN COLMAN (the 'Landlord':

- collected or retained money illegally. (T1)
- failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards. (T6)
- entered the rental unit illegally. (T2 application)
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

These applications were heard by videoconference on April 7, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As set out below the Landlord did not prove the allegations in his application, and the Tenant did not prove the allegations in their T6 application.
2. Also, as set out below, the Tenant proved the allegations in their T1 and one of the allegations in their T2 application; remedy is as ordered below.
3. The Tenant moved into the rental unit September 1, 2021, and vacated October 31, 2024.

4. The Tenant's applications are subject to the one-year limitation period contained in s.29(2) of the Residential Tenancies Act, 2006 (Act). The application was filed November 15, 2024, and the Tenant vacated the rental unit on October 31, 2024. Therefore, the Board can only award remedy for issues raised in the application which occurred during the period from November 15, 2023, through October 31, 2024.

L10 Application

5. As explained below, the Landlord did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
6. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
7. The Former Tenant vacated the rental unit on October 31, 2024. The Landlord testified that he asked the Tenant for a N9 notice of termination, but the Tenant refused; the Tenant vacated without giving proper notice, therefore, the Landlord is entitled to two months rent, the 60 days the Tenant was supposed to give. Even though the rental unit was advertised on various forums, it was difficult finding a new tenant because university had already started; the unit was not re-rented until January 1, 2025. As to his responding to the Tenant about vacating on October 31, 2025, this was just to confirm what the Tenant said, it was not acceptance. Therefore, the Landlord is seeking the two months of rent for November and December 2025 and the application filing fee.
8. The Tenant testified the Landlord had accepted the short notice as indicated in his text dated October 30, 2025. The text said:

Hi Yamin, Tomorrow is the last day of the month. Can you clean the room and take your stuff out.
Can you send me pictures after you clean and live [sic] the keys on the desk. After I inspect the room I
will e-transfer the deposit. And can you take all your food from the fridge and your stuff from the washroom.

8. The tenancy ended on because of the Former Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date. The Landlord's text is clear, the Tenant is to remove all belongings, leave the keys on the desk, and upon inspection the deposit will be refunded; I do not consider this 'just confirming' the Tenant's intention to vacate. On a balance of probabilities, I find this to be an agreement to end the tenancy. Accordingly, the Landlord's L10 application is dismissed.

T1 Application

13. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must reimburse the Tenant the monies as set out below.

14. The Landlord collected and/or retained a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act').
15. Section 29(2) of the Act says a Tenant must file an application within one year; as the Tenant vacated October 31, 2024, and the Landlord retained the security deposit, the limitation period runs from the date the Tenant vacated the rental unit. The lease signed July 22, 2021, required the Tenant to pay \$570.00 for a last month rent deposit and a refundable \$200.00 security deposit upon inspection of the unit; the Landlord never returned the \$200.00. Section 105 of the Act is clear; the only permissible security deposit is a rent deposit. In respect of additional charges, section 134 of the Act says such charges are prohibited unless otherwise prescribed. Prescribed exemptions are set out in s.17 of O. Reg 516/16 which permits a refundable key deposit. Therefore, the security deposit is an illegal charge, and the Tenant is entitled to return of the money. Even if the \$200.00 is considered a key deposit, the Landlord did not refund the money which is contrary to the Act. As to the Landlord's testimony that he kept the \$200.00 security deposit because the Tenant's sister moved into the rental unit, which is contrary to the lease and increased utility usage; this is irrelevant. The Landlord had no right to charge the illegal deposit, thus, the Tenant is entitled to its return. Therefore, based on the evidence before me, I find the Landlord charged and/or retained money illegally.
16. In respect of the illegal rent increase, for all the reasons set out below, I find the Landlord increased the rent illegally.
17. The Tenant testified on September 1, 2022, the Landlord increased the rent from \$570.00 to \$590.00, which is above the 1.2% guideline amount. On December 1, 2023, the rent increased from \$590.00 to \$630.00, which is also above the 2.5% guideline amount. Further, the Tenant never received a N1 notice of rent increase; all increases were done verbally. The Landlord testified that he was not aware of the guideline percentages, and the Tenant agreed to pay the new rate(s).
18. A Landlord is obligated to follow the Act; it is incumbent on the Landlord to know the rules and abide by them. Section 119 of the Act is clear that rent can only be increased once every 12-months and must be done in accordance with the Act. Section 116 sets out the requirements:
 - 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.
 - (2) Subsection (1) applies even if the rent charged is increased in accordance with an order under section 126.
 - (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.
 - (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.
19. Here, the rent increases were done verbally, therefore the Landlord did not follow the requirements under section 116. As to the Tenant agreeing to the increase(s), this is irrelevant; the Landlord is required to raise the rent in accordance with the Act and cannot circumvent these requirements by relying on the Tenant's consent to do so. Similarly, a

landlord cannot use a new lease between the same parties as a means of circumventing the requirements under the Act. In *Honsberger v. Grant Lake Forest Resources Ltd.*, 2019 ONCA 44, the Court of Appeals says at paragraph 28 that “s. 113 of the RTA expressly permits the establishment of a new rental rate with a new tenant. Recognition of a similar carve-out for an existing relationship involving the same tenant, the same landlord, and the same premises would undermine the purpose of the Act. A renewing tenant is not a new tenant.”

20. Here, although all increases are considered illegal based on not following proper procedures as required by the Act, including charging above the guideline amount, the Tenant is only entitled to return of illegal rent that complies with the limitation period. Therefore, the Tenant is entitled to illegal rent for the 12-month period December 1, 2023, when the increase began, to October 31, 2024, when the Tenant vacated. The amount the Landlord owes to the Tenant is calculated as follows: $\$630.00 - \$590.00 = \$40.00 \times 11 \text{ months} = \440.00 .
21. The total amount the Landlord owes the Tenant for the illegal rent increase and money illegally charged and/or retained is \$640.00.
22. As the Tenant was successful in their application, the Tenant is entitled to the application filing fee.

T2 application

23. Based on the testimony and evidence before me, I find that the Landlord entered the rental unit illegally on October 30, 2024. The Tenant testified when he went to start moving his belongings out of the rental unit on October 30, 2024, things were misplaced/moved around from the way he had them. The Landlord also entered while the Tenant was packing, he said he had to ‘monitor the situation’. Later that day, the Tenant received a text from the Landlord with pictures of inside his unit. Although the Landlord appears to be justifying any entry because of what he considered an unacceptable state of the unit, the Landlord had no right to enter the rental unit unless proper notice is given as per the Act. Once a tenant has given notice of termination a landlord is entitled to enter the rental unit to show it to prospective notices upon making a reasonable attempt to give the Tenant notice; this situation here is not with respect to showing the unit, therefore, even if the Landlord had tried contacting the Tenant about entry, it was for an invalid reason. In this case, minimum 24-hours notice was required per s.27. Also, Similarly, the Landlord had no right to re-enter the unit to ‘monitor’ the Tenant while he was packing; proper notice was not given, and I do not consider ‘watching a Tenant pack up their unit’ to be a valid reason in accordance with the Act. Although the Landlord testified that he was out of town on the 30th, therefore he could not have entered the rental unit, the Landlord had no evidence supporting this. It also does not explain how the Tenant’s belongings got moved around, therefore, I find on a balance of probabilities the Landlord or an agent of the Landlord entered the Tenant’s unit illegally.
24. Despite finding that the Landlord entered the unit illegally, the Tenant did not request a monetary remedy in the application or request to amend the application at the hearing to include such a remedy, therefore, no remedy is awarded. . In *Beauge v. Metcap Living Management Inc.*, [2012] O.J. No. 1052 (Div. Ct.), the Divisional Court determined it is not

open to the Board to order an amount exceeding that claimed in an application which has not been properly amended.

25. As to harassment, I find based, that the Landlord did not harass, obstruct, coerce, threaten or interfere with the Tenant; the allegation in the application lacks the necessary details, specifically the date. Therefore, this portion of the T2 application must be dismissed.

T6 application

26. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the T6 application is dismissed.
27. The Tenant testified the fridge first broke in August 2023, then it stopped working again on May 23, 2023; it took the Landlord 20-days to address the issue. During this time, the fridge was not usable, and the Tenant had to eat out or order in food. The Tenant is requesting \$20.00 per day for meal expenses for the 20-day period, a total of \$400.00. Although the Landlord told the Tenant to use the fridge in the garage until he had a functioning fridge, this was not a feasible alternative as the garage was packed full and the fridge was not accessible. As to using the other fridge in the house, this was already being used by three other tenants, therefore there was no remaining room for him.
28. The Landlord testified there are two fridges in the kitchen, the Tenant could have temporarily shared the other fridge with the other tenants or used the one in the garage; instead, the Tenant just chose to eat out, which was unnecessary. Further, the Tenant did not advise that neither of these options were viable, or that it was costing him extra money because he did not have access to a fridge. Therefore, the T6 application should be dismissed.
29. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or the residential complex. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
30. Here, the Landlord's undisputed testimony was there were two other fridges the Tenant could have shared/used and the Tenant never advised him of these options being unworkable. Section 16 of the Act requires parties to minimize their losses; here, the Tenant did not tell the Landlord that the other fridge options were not viable. Therefore, I find the Tenant did not take the necessary steps to minimize losses; by not advising the Landlord, the Landlord was deprived of the opportunity to provide another interim option. In respect of the time-period of the repair/replacement, I find the 20-day period to resolve the issue to be timely; there was no testimony given that questioned the reasonableness of this timeframe.

It is ordered that:

1. The Landlord's L10 application and the Tenant's T6 application are dismissed.
2. The Landlord shall pay the Tenant \$640.00.
3. The Landlord shall also pay the Tenant \$48.00 for the application filing fee.
4. The full amount the Landlord owes the Tenant is \$688.00.
5. The Landlord shall pay the Tenant the full amount owing by June 5, 2026.
6. If the Landlord does not pay the Tenant the full amount owing by June 5, 2026, the Landlord will owe interest. This will be simple interest calculated from June 6, 2026 at 4.00% annually on the balance outstanding.
7. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 26, 2026
Date Issued

Diane Wade
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.