



Order under Section 69 Residential Tenancies Act, 2006

Citation: Randhawa v Lockman, 2026 ONLTB 42724

Date: 2026-06-02

File Number: LTB-L-030693-24 & LTB-T-022018-24

In the matter of: 916 Lake Drive East
Georgina, Jackson Point ON L0E1L0

Between: Tajinderjit Randhawa Landlord

And

Andrew Edward Lockman Tenant

Tajinderjit Randhawa (the 'Landlord') applied for an order to terminate the tenancy and evict Andrew Edward Lockman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (LTB-L-030693-24)

Andrew Lockman (the 'Tenant') applied for an order determining that Tajinderjit Randhawa (the 'Landlord'):

- entered the rental unit illegally.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant. (LTB-T-022018-24)

On August 13, 2024, interim order LTB-L-030693-24-IN was issued.

On October 28, 2025, interim order LTB-L-030693-24-IN was issued.

These applications were heard by videoconference on October 22, 2025, and May 26, 2026.

The Landlord and the Tenant attended the hearings. On May 26, 2026, the Tenant's Representative was Benjamin Hognestad, who participated in the proceedings related to the L1 application and section 82 issues only.

Preliminary issue:

1. The proceeding for applications LTB-L-030693-24 and LTB-T-022018-24 was started by videoconference on October 22, 2025. The Member who presided at the hearing is on

leave. The Associate Chair of the Landlord and Tenant Board determined the Member who heard the application is unable to complete the proceedings. The matter was reassigned to me on the Associate Chair's own initiative under the authority of subsection 4.4(1) of the Statutory Powers Procedure Act. A Board Endorsement informing the parties was issued by me on March 27, 2026. The Endorsement informed the parties, that as the reassigned adjudicator, the proceedings would continue the hearing where it recessed on October 22, 2025, to ensure the most efficient use of everyone's time and resources. This is permitted under the authority of subsection 4.4(6) of the Statutory Powers Procedure Act.

Does the Act apply?

2. Yes. The Act applies to this tenancy even though the Tenant occupies the commercial unit for residential occupation. The Landlord's property tax statement dated June 22, 2024, establishes the unit is designated for commercial use but I don't find that a commercial tenancy is the true substance of the transaction. While the Landlord indicated it was a commercial tenancy and that the Tenant unilaterally changed the terms of the tenancy by occupying the space for residential purposes, I find that on a balance of probabilities, the parties agreed to a residential tenancy.
3. I considered the Landlord's testimony that the Tenant was renting the space to start a small mechanic workshop but he provided no evidence for any period on or after the tenancy started in 2017 that supports the Tenant occupied the rental unit for the purposes of operating a business, nor was their evidence of any signage, advertising or other atypical indicators of business being operated from the unit.
4. There is no written tenancy agreement available to verify whether the parties agreed to a residential or commercial tenancy, but the Tenant provided a copy of a rental agreement Form (Doc-7988028) submitted to Ontario Works (OW) that contained the Landlord's signature. The Landlord denies signing the two OW rental agreements forms in 2018 and 2020 but the signatures on these documents are consistent with signatures contained in other documents the Landlord provided in these proceedings. I find it more probable than not that the document was signed by the Landlord. I also accepted the Tenant's testimony that the tenancy was residential which also seems consistent with the Landlord's evidence that he hired the Tenant to do some work while also giving him possession of the rental unit after the Tenant encountered some issues having lived on another property owned by the Landlord prior to 2017.

Determinations:

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N4 Notice:

5. The Landlord served the Tenant with an invalid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). I have no jurisdiction to consider terminating this tenancy.
6. Interim order LTB-L-030693-24-IN issued on October 28, 2025, gives reasons from the original member who determined the N4 Notice was invalid and is considered a final order

on the issue. I did note that the termination on the N4 Notice that accompanied the application was April 16, 2024, and it was also signed on April 16, 2024, which renders it invalid because the termination date on the N4 Notice can't be earlier than 14 days from the date it is deemed served.

7. The Board has no jurisdiction to issue an eviction order when the N4 Notice is void, therefore the Landlord elected to convert the L1 application for eviction and arrear to an L9 application for arrears only.
8. As of the hearing date, the Tenant was still in possession of the rental unit.

Lawful Rent:

9. The lawful rent is \$400.00. It is due on the day day of each month.
10. The Landlord argued lawful rent is \$600.00 because \$200.00 was a discount or a condition of employment contract in lieu of income since the Tenant worked for him as a superintendent cutting grass, snow removal and other odd jobs as a condition of his tenancy.
11. A "rent discount" generally is a temporary reduction of the amount a landlord will agree to accept in satisfaction of a tenant's obligation to pay rent. In this case, the \$200.00 cannot be categorized as discount because it doesn't meet the criteria for a rent discount that is recognized and regulated under section 111 of the Act and under ss. 10-14 of O. Reg. 516/06.
12. The Landlord terminated the Tenant's employment in January 2023 during discussions, but a letter was given to the Tenant on April 4, 2023. Under section 93(1) of the Act, "superintendent's premises" means a rental unit used by a person employed as a janitor, manager, security guard or superintendent and located in the residential complex with respect to which the person is so employed. Section 93 (1) of the Act states, "If a landlord has entered into a tenancy agreement with respect to a superintendent's premises, unless otherwise agreed, the tenancy terminates on the day on which the employment of the tenant is terminated". The Landlord has not established that the Tenant was employed as a superintendent because his duties included cutting the grass and snow removal, and on one occasion according to the Landlord the Tenant assisted by doing some work involving another apartment in the complex. The Tenant also denied he was employed as a superintendent, first hearing from the Landlord classifying his role as superintendent when he received the letter from the Landlord dated April 4, 2023. There was also no evidence that the Tenant was employed as a janitor, manager, security guard or superintendent and although the Tenant agreed to do odd job, cut the grass and do snow removal that's not enough to persuade me he falls under any of the prescribed classes in section 93(1) of the Act. There is no dispute there was some aspect of employment that started when the tenancy started but there was also not enough evidence to support, they entered into an agreement specifically for a "superintendent's premises". Furthermore, there was nothing in writing that they entered an employment contract that included janitorial, manager, security guard or superintendent duties. I find therefore section 93 of the Act doesn't apply. As such, the Landlord is unable to increase rent unless it's in accordance rent with the Act.

13. The \$200.00 rent increase charged from \$400.00 to \$600.00 by the Landlord on April 1, 2023, is unlawful. There was no evidence led that the rental unit is exempt from rent increase provisions under section 6.1(3) of the Act. The Landlord did not issue a lawful Notice of Rent increase (NORI) in accordance with section 116 of the Act and even if he had the increase is not in accordance with lawful rent increase guidelines of 2.5% which is the maximum increase the Landlord may raise the rent in 2023. The Tenant also did not pay \$600.00 for twelve consecutive months and exercised his rights under the Act by filing application LTB-T-022018-24 on March 11, 2024, that was within the 12-month period that challenged the unlawful rent increase. I find, therefore, \$600.00 is not deemed lawful rent under section 136(2) of the Act because \$200.00 increase is much greater than \$10.00 or 2.5% of \$400.00 increase that's permitted by the Act.
14. I considered the Board issued an interim order LTB-L-030693-24-IN on August 13, 2024, that orders the Tenant to pay \$600.00 rent each month until this application is resolved. This interim order does not include any findings of fact, analysis or decision about the lawful rent charged, therefore the issue is properly before me.
15. The Tenant having complied with the interim order by paying \$600.00 per month from September 1, 2024, for over 12 months doesn't deem it lawful rent. Section 136(2) of the Act doesn't apply under these circumstances.
16. The NORI the Landlord gave to the Tenant issued on February 10, 2025, increased the rent to \$615.00 based unlawful rent of \$600.00 which is void.

L9 application:

17. The L1 application for eviction and arrears was converted to an L9 application for arrears only.
18. The Landlord's claimed nonpayment of rent for the difference of \$200.00 illegal rent charge that was not paid by the Tenant each month from April 1, 2023, to April 1, 2024 (13 months x \$200.00 = \$2,600.00 based on the unlawful rent of \$600.00). The Landlord was not entitled to charge an unlawful rent increase of \$200.00 and therefore the Tenant was only required to pay \$400.00 each month.
19. The lump sum maximum the Landlord was lawfully able to charge the Tenant from April 1, 2023, to April 1, 2024, is \$5,200.00 (\$400.00 x 13 months) and there's no dispute the Tenant paid \$5,200.00 before the Landlord filed his application on April 17, 2024.
20. Since the Tenant did not owe the Landlord rent when the application was filed, there was no reasonable cause of action for the Landlord to have initiated the application on April 17, 2024. As such, the application is dismissed.
21. The issue of whether the Tenant paid May 2026 rent charges is not considered because it's not properly before me.

Section 82:

22. Although the L1/L9 application is dismissed, the Board must consider the Tenant's issues raised under section 82 of the Act as if he filed his own application.

23. Section 82 of the Act states,

Tenant issues

82 (1) At a hearing of an application by a landlord under section 69 for an order terminating a tenancy and evicting a tenant based on a notice of termination under section 59, the Board shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act if the tenant,

- (a) complies with the requirements set out in subsection (2); or
- (b) provides an explanation satisfactory to the Board explaining why the tenant could not comply with the requirements set out in subsection (2). 2020, c. 16, Sched. 4, s. 16.

Requirements to be met by tenant

- (2) The requirements referred to in subsection (1) are the following:
 - 1. The tenant shall give advance notice to the landlord of the tenant's intent to raise the issue at the hearing.
 - 2. The notice shall be given within the time set out in the Rules.
 - 3. The notice shall be given in writing and shall comply with the Rules. 2020, c. 16, Sched. 4, s. 16.

Orders

- (3) If a tenant raises an issue under subsection (1), the Board may make any order in respect of the issue that it could have made had the tenant made an application under this Act. 2020, c. 16, Sched. 4, s. 16.

24. On August 19, 2024, the Tenant submitted a list of issues he intended to raise about illegal rent charge. I considered the claim under Section 135 of the Act states, "A tenant or former tenant of a rental unit may apply to the Board for an order that the landlord, superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act or the *Tenant Protection Act, 1997*. 2006, c. 17, s. 135 (1)."

25. There's no dispute the Tenant paid more than \$400.00 per month starting September 1, 2024, to comply with the Board's interim order LTB-L-030693-24-IN issued on August 13, 2024. As already referenced above in paragraph 14, hereof, the Board ordered the Tenant to pay \$600.00 rather than \$400.00 which based on my findings is considered an illegal rent charge that the Landlord has collected. Therefore, the amount the Tenant overpaid the Landlord to comply with the interim order is deemed to be collected and retained by the Landlord unlawfully.

26. The Landlord's ledger (DOC-7992114) included a record of all the Tenant's payments, and it supports a finding that the Tenant paid the Landlord \$12,135.00 (\$3,600.00+\$5,535.00+\$3000.00) for a period of 20 months starting September 1, 2024, to/and including April 1, 2026. A breakdown is as follows:

- \$600.00 for 6 months for the period from September 1, 2024, to February 1, 2025, for a total of \$3,600.00.
- \$615.00 for 9 months for the period from March 1, 2025, to November 1, 2025, for a total of \$5,535.00; and

- \$600.00 for 5 months for the period from December 1, 2025, to April 1, 2026, for a total of \$3,000.00.

27. The maximum the Landlord can charge is \$400.00 per month for 20 months, from September 1, 2023, to April 1, 2026, which totals \$8,000.00 any amount in excess therefore is deemed unlawful. I find the Landlord collected and retained \$4,135.00 unlawfully calculated as follows: \$12,135.00 the Tenant paid less \$8,000.00 the Landlord was legally able to retain.

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28. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed

29. The Tenant didn't provide any details about threats or harassment behaviour by the Landlord. There was clearly a disagreement about the lawful rent charge between them and both parties exercised their rights and filed an application at the Board. The parties acted in accordance what they believed was lawful and the Landlord's actions cannot be construed as harassment or a threat to end the tenancy.

30. The Tenant testified the Landlord unilaterally changed the terms of their oral tenancy agreement because the space in Unit #1 was reduced to half, whereby the Tenant occupies one side of Unit #1, and the Landlord occupies and utilizes the other half of the space for storage. The Tenant testified the partial wall divides the two spaces which initially was not there when the tenancy started back in 2017.

31. The Tenant's application was filed on March 11, 2024, and the Tenant testified that the wall was constructed by the Landlord, with the Tenant's help in 2019 sometime, which reduced his unit to half.

32. Section 29(2) of the Act, states that no application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred.

33. The issue that gave rise to the Tenant's application occurred almost four years prior to the date the Tenant filed his application. The application is out of time, and the Board has no jurisdiction to issue any order.

34. There was no evidence led about other allegations in the application about unlawful entry and therefore the issue was not considered.

35. The T2 application is dismissed.

It is ordered that:

1. The L1 application is dismissed.
2. On or before June 13, 2026, the Landlord shall pay the Tenant \$4,135.00 which represent the money the Landlord retained unlawfully.

3. If the Landlord does not pay the Landlord the full amount owing on or before June 13, 2026, the Landlord will start to owe interest. This will be simple interest calculated from June 14, 2026, at 4.00% annually on the balance outstanding.
4. The T2 application is dismissed.

June 2, 2026
Date Issued

Sandra Macchione
Vice Chair, 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.