



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

**File Number:** LTB-T-014136-26

**In the matter of:** 1006, 600 SPRINGBANK DR  
LONDON ON N6K 0L7

**Between:** Ahan Mo  
Isabella Rao  
Vikram Rao Tenants

**and**

1551733 Ontario Limited Landlord

Ahan Mo, Isabella Rao and Vikram Rao (the 'Tenants') applied for an order determining that Ontario Limited (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 1, 2026. The Landlord's representative, Jennifer Grant, and the Tenant, Isabella Rao, attended the hearing.

### **Determinations:**

1. On consent, the Landlord name is amended to 1551733 Ontario Limited.

#### *Tenants' Application for a Rebate of Money the Landlord owes (T1)*

2. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
3. Isabella Rao testified on behalf of the Tenants. Ms. Rao testified that the rent advertised by the Landlord was lower than the rent later charged under the tenancy agreement. Ms. Rao indicated that the Tenant only discovered the discrepancy in February 2026, while they were preparing for a separate application before the Board.
4. The Tenants seek \$660.20 as the amount overpaid or collected in excess by the Landlord. The tenancy began July 1, 2023. The Tenants moved out of the rental unit on June 1, 2026.
5. During the hearing, I referred to the tenancy agreement which provides that the lawful rent was \$2,534.69. The lease also provides that the rent would be discounted by a 2% prompt payment discount, and that monthly discounted rent was \$2,484.00.
6. The Tenants do not dispute that they signed the tenancy agreement but assert that the advertisement they saw for the unit indicated that the rent would be \$2,484.00. Ms. Rao

also acknowledged the rental application and the rent ledger put to her during cross examination by the Landlord's representative. She stated that although she reviewed the lease and the documents provided by the Landlord before signing, the Tenants did not notice the discrepancy at the time.

7. The Landlord's representative submitted that the advertised rent was a promotional or marketing amount and that the actual lawful rent and the prompt payment discount were disclosed in the application documents, tenancy agreement, and rent increases as well as the ledger.
8. Subsection 111 (1) and (2) of the *Residential Tenancies Act, 2006* (the 'Act') states:

**“Landlord not to charge more than lawful rent**

111 (1) No landlord shall charge rent for a rental unit in an amount that is greater than the lawful rent permitted under this Part. 2006, c. 17, s. 111 (1).

**Lawful rent where prompt payment discount**

(2) The lawful rent is not affected by a discount in rent at the beginning of, or during, a tenancy of up to 2 per cent of the rent that could otherwise be lawfully charged for a rental period if the discount is provided for paying rent on or before the date it is due and the discount meets the prescribed conditions. 2009, c. 33, Sched. 21, s. 11 (5).”

9. Here, the evidence establishes that the lease expressly identifies the lawful rent and the discounted monthly rent. The Tenants had an opportunity to review the lease before signing it. Therefore, I am not satisfied that the Landlord collected rent in excess of the amount allowed by the Act.
10. As indicated to Ms. Rao during the hearing, the advertised rent does not on its own, establish that the lawful rent was different from the amount set out in the signed tenancy agreement. The Tenant may have misunderstood the effect of the advertised rent but I am not satisfied that the Landlord charged an unlawful rent or failed to apply the “prompt payment discount” per the lease.

**It is ordered that:**

1. The Tenants' application is dismissed.

**June 10, 2026**

**Date Issued**

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Adeela Alvez

Member, Landlord and Tenants 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.