



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-005420-26

In the matter of: 1147 DEER PARK ROAD
Ottawa ON K2E6G7

Between: Larissa Bondarchuk Tenant

And

Pietro Pecora Landlord

Larissa Bondarchuk (the 'Tenant') applied for an order determining that Pietro Pecora (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 19, 2026.

The Landlord's representative, Trevor Jacquard, and the Tenant attended the hearing.

Determinations:

1. My oral ruling to dismiss the Tenant's claim for illegal rent is replaced with my written decision. In accordance with the *Statutory Powers and Procedures Act*, my decision is not final until it's issued in writing.
2. The parties came before me with a partial consent. The Landlord agreed to pay interest in the amount of \$363.00 on the last month's rent deposit. The only issue to determine was if the Landlord collected rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act').

Illegal rent collected

3. The application alleges that the rent increases on September 1, 2019, January 1, 2023, and January 1, 2025, were illegal because they were contrary to section 116 of the *Residential Tenancies Act, 2006* ("Act"). The Tenant seeks a return of illegally collected rent payments.
4. This application was filed under section 135(1) of the Act. Section 135(4) states:

No order shall be made under this section with respect to an application filed more than one year after the person collected or retained money in contravention of this Act or the *Tenant Protection Act, 1997*.

5. The Tenant filed their application on January 20, 2026. On the basis of section 135(4) of the Act, the Board does not have jurisdiction to make an order with respect to any illegal rent collected by the Landlord more than one year before the Tenant filed the application. Therefore, I have only made a determination on the lawfulness of the rent increase charged and rent collected by the Landlord from the period starting January 1, 2025.
6. The Tenant Larissa Bondarchuk ('LB') testified that the Landlord served a letter October 21, 2024, to increase rent from \$1,740.00 to \$1,785.00 effective January 1, 2025. The letter was submitted in evidence.
7. LB agreed to increase the rent to \$1,785.00 and paid this amount since January 1, 2025.
8. The Tenant testified that the Landlord provided Notice of Rent Increase on December 30, 2025, of the rent increase effective April 1, 2026. The Tenant paid \$1,820.00 each month for April 1, 2026, to May 1, 2026.
9. The Landlord's representative does not dispute this evidence.
10. The relevant provisions of the *Residential Tenancies Act, 2006* ("Act") are:

Landlord's duty, rent increases

110 No landlord shall increase the rent charged to a tenant for a rental unit, except in accordance with this Part.

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.

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 (N1) notice of the landlord's intention to do so.

Increase void without notice

116 (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.

Guideline increase

120 (1) No landlord may increase the rent charged to a tenant, or to an assignee under section 95, during the term of their tenancy by more than the guideline, except in accordance with section 126 or 127 or an agreement under section 121 or 123.

11. The annual guideline rent increase for 2025 was 2.5%.

12. Based on the evidence before me, the Landlord collected rent in excess of the amount allowed by the Residential Tenancies Act, 2006 (the 'Act').
13. I say this because the Landlord cannot increase the rent on January 1, 2025 without a proper notice of rent increase ("NORI"). In addition, the Landlord served letter purporting to raise the rent from \$1,740.00 to \$1,785.00 effective January 1, 2025. This rent increase is more than the guideline amount of 2.5%. It appears that the Landlord rounded up the increase to the next dollar. Rounding up rent increases is not permitted under the Residential Tenancies Act, 2006 (the 'Act') as it inevitably results in an increase that is in excess of the guideline amount. As a result, the lawful monthly rent remains at \$1,740.00 until the Landlord serves a valid NORI.
14. The increase in rent effective January 1, 2025, was contrary to sections 110 and 111 of the Act because the Landlords failed to serve a NORI at least 90 days in advance of the increase as required by section 116, and because the rent increase was greater than the rent increase guideline (section 120).
15. As such, I find that the \$45.00 increase from \$1,740.00 to \$1,785.00 effective January 1, 2025, was unlawful. The lawful rent for January 1, 2025, to December 31, 2025, is \$1,740.00. Therefore, the Landlords collected rent in excess of the amount allowed by the Act.
16. The subsequent rent increase effective April 1, 2026, is therefore illegal as the rent increase was calculated based on an illegal rent amount charged.
17. The Tenants paid the unlawful increase each month during the 17-month period from January 1, 2025, to May 1, 2026 for a total of \$745.00.

Last Month's Rent Deposit Interest

18. The Landlord agrees to pay the Tenant \$363.00 to the Tenant for the interest on the last month's rent deposit.
19. The Landlord shall pay to the Tenant the total interest owing in the amount of \$363.00.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,156.00. This amount represents:
 - \$745.00 for excess rent collected.
 - \$363.00 for interest on the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 16, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 16, 2026, the Landlord will owe interest. This will be simple interest calculated from June 17, 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.

June 5, 2026
Date Issued

Vinuri Sivalingam
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.