



Order under Subsection 87(1) Residential Tenancies Act, 2006

Citation: DEWAN v HABIB, 2026, 2026 ONLTB 45027

Date: 2026-06-08

File Number: LTB-L-027741-26

In the matter of: 1607, 6 EVA RD
ETOBICOKE ON M9C0B1

Between: RITESH DEWAN Landlord

And

USMAN HABIB Tenant

RITESH DEWAN (the 'Landlord') applied for an order requiring USMAN HABIB (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on June 4, 2026. Only the Landlord attended the hearing.

As of 1:39 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Landlord explained that the Tenant had disputed the rent, and this is what led to the rental arrears.
2. Specifically, the Landlord increased the rent on August 1, 2024, from \$2,700.00 to \$2,767.00. However, the Landlord did not give the Tenant the required Notice of Rent Increase ('NORI'). Regardless, the Landlord's evidence was that the Tenant paid this amount from August 1, 2024, to July 1, 2025.
3. The Landlord then raised the rent again on August 1, 2025, to \$2,836.00. However, the Landlord again did not give the Tenant a NORI with 90 days' notice as required by s. 116 of the Residential Tenancies Act ('the Act').
4. The Landlord's N4 notice of termination claims rent arrears for the period of March 2026 and states that the Tenant owes the Landlord \$2,836.00.

What is the lawful rent?

5. Section 116(1) of the *Residential Tenancies Act* ('the Act') says: "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." Subsection 3 goes on to state: "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."
6. There is no question that the Landlord did not increase the rent in accordance with s.116 of the Act.
7. However, section 135.1(1) of the Act states: "An increase in rent that would otherwise be void under subsection 116 (4) is deemed not to be void if the tenant has paid the increased rent in respect of each rental period for at least 12 consecutive months."
8. What this means is that if a landlord improperly raises the rent and that increase was not compliant with s.116, and where the new rent is paid for at least 12 consecutive months, this then becomes the new lawful rent.
9. The Landlord's evidence is that the Tenant paid \$2,767.00 for the period between August 1, 2024, to July 1, 2025, a period of 12 months. The Tenant stopped paying the rent in March 2026, so they did not pay the new rent of \$2,836.00 for a period of 12 months.
10. Therefore, s.135.1 applies to the increase applied in August 2024. Since the Tenant paid this amount for 12 consecutive months, this becomes the new lawful rent. Therefore, I find the lawful monthly rent is \$2,767.00, for the rental arrears that are the subject of the application before me.

Can the N5 Notice be saved under s.212 of the Act?

11. Section 59(2) of the Act states the following:

The notice of termination **shall set out the amount of rent due** and shall specify that the tenant may avoid the termination of the tenancy by paying, on or before the termination date specified in the notice, the rent due as set out in the notice and any additional rent that has become due under the tenancy agreement as at the date of payment by the tenant.

[Emphasis added]

12. Section 212 of the Act says:

(1) Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient.

(2) For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act.

13. The purpose of s.212 is to give some flexibility to the Board to address minor typographical errors often found on notices of termination or in applications. However, in this case the amount of rent claimed is incorrect because the Landlord applied a rent increase without providing the correct notice or, more importantly, giving the Tenant the required notice period as set out in s. 116.
14. In my view, s.212 cannot be relied on to save the N4 notice of termination. I do not believe that s.212 should be used to circumvent other parts of the Act. By that I mean that the Landlord was required to provide the proper notice, the NORI, and give the Tenant 90 days' notice before the rent increase took effect. He failed to do these things. I do not find that Legislature intended a party to rely on s.212 to then argue that the form was substantially compliant.
15. As such, the Landlord was advised that he may pursue an order for the arrears, but that eviction would not be available to him. He acknowledged this and opted for an order for the arrears of rent owing to June 30, 2026.
16. As of the hearing date, the Tenant was still in possession of the rental unit.
17. The Tenant did not pay the total rent they were required to pay for the period from March 1, 2026, to June 30, 2026.
18. The lawful rent is \$2,767.00. It is due on the 1st day of each month.
19. The Tenant has not made any payments since the application was filed.
20. The rent arrears owing to June 30, 2026, are \$11,068.00.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$11,254.00. This amount includes rent arrears owing up to June 30, 2026, and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before June 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 20, 2026, at 4.00% annually on the balance outstanding.

June 8, 2026
Date Issued

Jane Dean
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.