



Order under Section 69 Residential Tenancies Act, 2006

Citation: GOULET v CONTANT, 2026 ONLTB 45989

Date: 2026-06-16

File Number: LTB-L-091362-25

In the matter of: 317 FIRST ST EAST
CORNWALL ON K6A1L2

Between: CAROLINE GOULET Landlord

And

STEEVY CONTANT Tenant

CAROLINE GOULET (the 'Landlord') applied for an order to terminate the tenancy and evict STEEVY CONTANT (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 24, 2026, and reconvened on June 8, 2026. The Landlord and the Tenant attended the hearing.

Determinations:

Background

1. The matter was before me on February 24, 2026. At that time, the Tenant indicated that she had filed for bankruptcy and that this would stay the proceedings as the arrears claimed in the Landlord's L1 application were encompassed by the claim in bankruptcy.
2. In support of this, the Tenant filed a copy of the "Assessment Certificate" dated January 26, 2026, which shows that the Tenant had filed an assignment in bankruptcy. It is signed by the Tenant and by the Licensed Insolvency Trustee ('LIT') in Bankruptcy. However, there were no other supporting documents which the Board would typically expect to see including a copy of the court filing documents.
3. Since the bankruptcy could affect a stay in the proceedings, I adjourned the hearing to have the matter returned before me at a later date, to give the Tenant a chance to file additional documents to support her testimony. Interim Order LTB-L-091362-25 issued February 25, 2026, with these instructions.
4. The matter reconvened on June 8, 2026.

Arrears of Rent Captured by the Claim in Bankruptcy

5. The effect of the bankruptcy is that it would stay any proceedings as against the Tenant for the period to the date of the filing. However, this would not prevent the Landlord for seeking a termination of the tenancy and order for any arrears, if any, for the period after the bankruptcy was filed.
6. The Tenant, in support of her oral testimony, filed a screen shot of the application filing details on March 8, 2026. The screen shot shows the same name of the registered individual – Natasha Morgan - who performed the application screening and the same LIT as in the assessment certificate. It also includes an estate number and confirmed the date the claim was made to be January 26, 2026.
7. The Landlord also submits that she did receive a letter from the organization who filed the bankruptcy which indicated that the Landlord was a creditor identified in the bankruptcy.
8. Given all of the above, I accept that the Tenant filed for bankruptcy on January 26, 2026. This is confirmed not only by the Assessment Certificate and screen shot, and it was corroborated by the Landlord who received a letter stating same.
9. The Landlord's L1 application included arrears accumulating as of February 1, 2025. However, as stated above, a stay is applied to the period of February 1, 2025, through January 26, 2026. Any rent due and owing during this period would be covered by the bankruptcy and not considered in this order.

Arrears of Rent Claimed after the Bankruptcy was filed

10. The Landlord also submits that Landlord states that the Tenant has failed to pay the entire lawful rent which she says is \$1,402.00 monthly. The Tenant has made payments of \$1,300.00 each month commencing February 1, 2026.
11. The Tenant contests the monthly rent.
12. In reviewing the history of rent increases between the parties, the Landlord submits the following:

Effective Date	New Rent	Old Rent	Rate ¹
May 1, 2024	\$1,332.50	\$1,300.00	2.5%
May 1, 2025	\$1,365.81	\$1,332.50	2.5%
May 1, 2026	\$1,402.00	\$1,365.81	2.1%

13. The issue here is that the rent increase effective May 1, 2026, is above the guideline increase. I calculate the rent increase charged to the Tenant to be 2.64%. Therefore, that rent increase is contrary to s.120 of the Act. Further, the Tenant was not given 90 days'

¹ <https://www.ontario.ca/page/residential-rent-increases>

notice having only been given the Notice of Rent Increase ('NORI') on February 1, 2026, contrary to s.116(1) of the Act. There was no evidence before me to suggest the rental unit was exempt from the guideline rent increases.

14. Subsection 136(2) states that an increase in rent shall be deemed to be the lawful rent unless an application has been made within one year after that amount was first charged and the lawfulness of the **rent charged** is in issue in the application. [Emphasis added]
15. Since the Landlord filed the application and the amount of rent charged is in issue in the application, s.136(2) does not apply to this situation.
16. Therefore, I calculate the rent, based on the prior rent of \$1,365.81, to be \$1,394.92.

Earlier Proceedings Before the Board

17. However, the Tenant raises that the parties were before the Board on another application made by the Landlord and the monthly rent was determined to be \$1,300.00.
18. I reviewed the file history between the parties in the Tribunals Ontario Portal ('portal'). On January 8, 2025, the parties were before the Board. Order LTB-L-056442-24 issued January 20, 2025. At that time, the lawful rent was found to be \$1,300.00.
19. The Landlord acknowledges that this was what the order states. However, she says she could not locate the NORIs that she served to the Tenant which showed she had given the Tenant lawful rent increases. Therefore, the Board Member found that the lawful rent was \$1,300.00 monthly. Since then, though, the Landlord was able to find the NORIs served to the Tenant. So, she can now prove that the rent was increased in May 2024 and May 2025.
20. I am not of the view that the Landlord is able to include the rent increase in the application before the Board when there is a Board order, issued on January 20, 2025, that states the lawful rent is \$1,300.00 each month. The onus was on the Landlord to prove her claim when she appeared in front of the Board on January 8, 2025. This includes proving what the lawful rent is. If she did not satisfy the Member that the rent was \$1,365.81 at that time because she did not have the requisite documentation to support her claim, then the Landlord did not meet her onus of proof. A finding was made that the lawful rent was \$1,300.00. It is not for me to then go behind another Member's order to find that the lawful rent was incorrect, nor am I persuaded that it would then be appropriate to order the Tenant to pay more than what the final order stated.
21. Since the rent increase which was to be effective on May 1, 2026, is invalid, I find the lawful rent is \$1,300.00 monthly.
22. The Tenant's evidence, which was confirmed by the Landlord, is that the Tenant has paid \$1,300.00 each month commencing February 1, 2026, to the date of the hearing. Therefore, the Tenant is not in arrears. As such, the Landlord's application cannot be successful.

It is ordered that:

1. The Landlord's application is dismissed.

June 16, 2026
Date Issued

Jane Dean
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.