



Order under Section 69 Residential Tenancies Act, 2006

Citation: Luhadia v Richards, 2026 ONLTB 46206

Date: 2026-06-15

File Number: LTB-L-093982-25

In the matter of: 2, 30 DEWICK DR
BROCKVILLE ON K6V2L9

Between: Akash Luhadia Landlord

And

Dustin Richards Tenant

Akash Luhadia (the 'Landlord') applied for an order to terminate the tenancy and evict Dustin Richards (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 8, 2026.

The Landlord, the Landlord's legal representative, Marie Beaupre, and the Tenant attended the hearing.

Determinations:

1. At the outset of the hearing, the Tenant submitted the Landlord's N4 is defective because it does not set out the correct monthly rent.
2. The N4 notice served to the Tenant states the monthly rent charged is \$1,103.68.
3. The Tenant testified that, in approximately September 2023, the parties entered into a verbal agreement to increase the lawful rent from \$850.00 to \$1,000.00, incorporating the cost of hydro into the monthly rent rather than as a separate charge. The Tenant produced a letter from the Landlord's property manager stating that, effective July 1, 2024, the rent would increase by 2.5% to \$1,106.38. The Tenant testified that he has not paid this increased amount.
4. The Landlord was unable to provide evidence of the lawful rent prior to the increase referenced in the property manager's letter or the date of the last rent increase. While the Landlord recalled that an agreement may have been made to incorporate hydro into the rent, he could not recall when this occurred.
5. In the absence of evidence from the Landlord, I prefer the Tenant's testimony and find that the rent was increased by agreement to \$1,000.00 in September 2023.

6. Section 116, subsections (3) and (4) of the Residential Tenancies Act, 2006 (the 'Act') require that a notice of rent increase be in a Board-approved form and provide that an increase is void if proper notice is not given.
7. In this case, the rent increase is void because it was not issued on the prescribed form. It cannot be validated under section 135.1 of the Act, as the Tenant did not pay the increased rent for 12 consecutive months.
8. The increase was also unlawful because it exceeded the 2.5% guideline and was imposed less than 12 months after the previous increase, contrary to sections 120(1) and 119(1) of the Act.
9. I therefore find that the Tenant's lawful monthly rent is \$1,000.00. As a result, the N4 notice is defective because it does not state the correct rent.
10. A landlord cannot rely on a defective notice of termination to support an eviction application.
11. The Landlord was given time to consult with his legal representative regarding whether to proceed with an arrears-only order. After doing so, the Landlord declined to pursue same and requested to withdraw the application. I granted the request.
12. The application having been withdrawn, the LTB's file is closed.

June 15, 2026
Date Issued

Melissa Anjema
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.