



Order under Section 135 Residential Tenancies Act, 2006

Citation: Jourakovsky v RPMS, 2026 ONLTB 46811

Date: 2026-06-26

File Number: LTB-T-031049-25

In the matter of: 111, 141 Davisville Avenue
Toronto Ontario M4S 1G7

Between: Igor Jourakovsky Tenant

And

RPMS Landlord

Igor Jourakovsky (the 'Tenant') applied for an order determining that RPMS (the 'Landlord') collected or retained money illegally and for a rebate of the money the Landlord owes.

Adjournment of hearing and interim order issued

The Tenant filed a T4 application on April 4, 2025 and the application was heard by videoconference on February 23, 2026. Only the Tenant attended the hearing. As of 10:51 AM, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the Landlord and Tenant Board ('LTB'). There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

The Tenant stated at the hearing that there is no signed written agreement between the Tenant and the Landlord which would allow the Landlord to increase the monthly rent above the guideline. This is a requirement to file a T4 application. The pleadings as set out in the T4 application note that the Landlord increased the rent 6.38% in 2025. Based on the information contained in the T4 application and confirmed by the Tenant at the hearing, the Tenant is claiming an illegal rent increase. The Tenant filed the incorrect application. I determined it would be prejudicial to dismiss the Tenant's application because the Tenant filed the incorrect form and the Tenant may be statute barred if required to file a new T1 application, claiming an illegal rent increase. The hearing was uncontested and it would not be appropriate to allow the application to be amended at the hearing. The hearing was adjourned to allow the Tenant to amend their application and serve a copy of the amended application on the Landlord.

The Tenant was advised at the hearing and it is noted in the interim order LTB-T-031049-25-IN issued on February 27, 2026 to the Tenant by email and to the Landlord by email and regular mail that if the Tenant is to be amending their T4 application to a T1 application, the Tenant will need to file an amended application ('T1 application') with the Landlord and Tenant Board ('LTB').

under this same file number (LTB-T-031049-25) and also serve it on the Landlord by March 3, 2026 or their application will be dismissed. The interim order further notes that the Tenant shall also complete and file a Certificate of Service with the LTB within 5 days of serving the T1 application on the Landlord.

The LTB's records confirm the Tenant amended their application to a T1 application and filed it with the LTB on February 24, 2026 and also filed a Certificate of Service with the LTB on February 27, 2026. The Certificate of Service notes the T1 application was served on Tahia Kabir on February 27, 2026 by handing the document to the person.

Hearing on June 11, 2026 for T1 application

The T1 application was heard by videoconference on June 11, 2026. The Tenant attended the hearing.

As of 9:22 am, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The LTB's records confirm the Notice of hearing was sent to the Landlord by email on March 30, 2026 and by regular mail on May 6, 2026. I find this supports the Landlord was properly served with the Notice of Hearing. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. The Tenant testified at the hearing that they served the amended application on Tahia Kabir who is the Landlord's property manager on February 27, 2026. I accept the T1 application was properly served on the Landlord.
2. As explained below, the Tenant proved the allegations contained in the T1 application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$844.85 (\$791.85 illegal rent increase + \$53.00 application filing fee) by June 30, 2026.
3. The Tenant states for the period January 1, 2024 - December 31, 2024, the Tenant was paying \$1,326.94 per month for rent to the Landlord and does not dispute this was the correct amount for the lawful monthly rent. The Tenant states that the Landlord served him with an N1 Notice of Rent Increase ('N1 notice') advising him that the rent would be increasing to \$1,360.10 on January 1, 2025 by 2.5% as per the guideline increase amount. The Tenant does not dispute that the N1 notice was properly served and does not dispute the amount of the rent increase which the Tenant concedes is the amount allowed by the guideline. The Tenant reviewed his online bank statement during the hearing and confirmed the increased rent of \$1,360.10 was withdrawn for the first time from his bank account on January 2, 2025.
4. The Tenant claims the Landlord illegally increased the Tenant's rent above the guideline on April 1, 2025 when the Landlord increased the Tenant's monthly rent to \$1,412.89. The Tenant states he did not receive an N1 notice for this increase as required by the Act and states that the Landlord is not allowed to increase the rent more than once in any given 12 month period.

5. The Tenant states the only notice he received from the Landlord regarding the April 1, 2025 rent increase was a letter delivered to his mailbox on or around March 21, 2025 which was dated March 20, 2025. The letter was not filed with the LTB in advance of the hearing, nor served on the Landlord so I did not allow it to be admitted at the hearing. I allowed the Tenant to read the letter into the hearing record. The letter references order number LTB-L-081285-22 issued by the LTB on February 4, 2025 which approves an above guideline rent increase of 3% for the period August 1, 2022 to July 31, 2023, 0.95% increase for the period August 1, 2023 to July 31, 2024, and 0.30% increase for the period August 1, 2024 to March 31, 2025. The Tenant states the letter further notes when combined with the annual guideline increase, the total increase for 2022 is 4.2% including a guideline increase of 1.2% and the 2023 total increase is 3.45% including a guideline increase of 2.5%. The Tenant states the letter further notes the total monthly rent for March 1, 2025 is \$1,360.10 which is broken down to include \$1,260.56 for rent plus \$99.54 for parking. The Tenant states the letter further notes for April 1, 2025, the monthly rent is \$1,412.89 which includes \$1,309.48 for rent plus \$103.41 for parking.
6. The Tenant states when he received this letter he spoke to the building manager who was a different building manager than the current building manager and he advised the building manager that the proposed rent increase for April 1, 2025 is an illegal rent increase. He states the building manager at the time advised him that he could either pay the rent increase or move out. The Tenant states that he then went to the main office of the Landlord located at 33 Davisville Ave and was advised that none of the other tenants had raised a complaint relating to this and the Tenant was told he could either pay the rent increase or move out.
7. The Tenant states that his rent is paid to the Landlord through direct payment withdrawal from his bank account each month and he testified that he paid the increased rent of \$1,412.89 from April 1, 2025 to date, including June 2026 rent. He testified that the rent comes out of his account on the first or second day of each month. He states the rent amount of \$1,412.89 has not changed since April 1, 2025.

Analysis

8. Section 116 of the *Residential Tenancies Act, 2006* (the 'Act') stipulates the following:

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 notice of the landlord's intention to do so.

Same

(2) Subsection (1) applies even if the rent charged is increased in accordance with an order under section 126.

Contents of notice

(3) 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.

Increase void without notice

(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.

9. Subsection 119(1) of the Act stipulates the following:

12-month rule

119 (1) A landlord who is lawfully entitled to increase the rent charged to a tenant for a rental unit may do so only if at least 12 months have elapsed,

(a) since the day of the last rent increase for that tenant in that rental unit, if there has been a previous increase.

10. For the reasons provided below, I find the Landlord has illegally increased the rent above the guideline. I found the Tenant's uncontested testimony to be credible. He provided answers to the questions which were put to him and provided a detailed explanation regarding how the Landlord increased the rent effective April 1, 2025.
11. I accept the Tenants testimony that the Tenant was first notified of the April 1, 2025 rent increase around March 21, 2025 via the March 20, 2025 letter from the Landlord. The contents of the letter reference an LTB order approving an above guideline increase issued on February 4, 2025 and the amounts for the above guideline increase but there is no reference made in the letter to a prior N1 notice being served on the Tenant relating to an above guideline increase. I find this supports the Tenant's testimony that he was not served an N1 notice by the Landlord in relation to this rent increase.
12. I accept the Tenant's testimony that he did not receive an N1 notice relating to this rent increase because the Tenant provided details relating to other N1 notices he had received for guideline rent increases. I find this supports the Tenant was familiar with receiving N1 notices. The Tenant provided details which I found to be persuasive regarding what steps the Tenant took to address the rent increase after receiving the March 20, 2025 letter and based on the Tenant's uncontested testimony, the Landlord was not responsive to the concern raised by the Tenant regarding the April 1, 2025 rent increase.
13. The Tenant testified that his rent was automatically deducted on the first or second day every month from his bank account. While the Tenant did not produce copies of his bank statements for the hearing to support the increased amount taken from his bank account commencing April 1, 2025 to date, I accept the Tenant's uncontested testimony that he has paid the increased rent in the amount of \$1,412.89 from April 1, 2025 to date. The LTB's records confirm the Tenant filed a T4 application originally on April 4, 2025 which was amended to a T1 application as previously addressed. I find this supports the Tenant filed an application to dispute this rent increase a few days after the Landlord implemented the rent increase on April 1, 2025.

14. I accept the Tenant's testimony that the Landlord increased rent on January 1, 2025 to of \$1,360.10 which was withdrawn from his bank account on January 2, 2025 as confirmed by the Tenant at the hearing. I find the Tenant's testimony is corroborated by the March 20, 2025 letter that the Landlord intends to increase the monthly rent on April 1, 2025 to \$1,412.89 from \$1,360.10. Based on the Tenant's testimony and the contents shared by the Tenant from the March 20, 2025 letter, I find the Landlord increased the rent on the dates of January 1, 2025 and April 1, 2025 which is twice within a 12-month period and disallowed under subsection 119(1) of the Act and this supports it was an illegal rent increase.
15. Further, I find the April 1, 2025 rent increase is an illegal rent increase for the following reasons. I determined that the Landlord did not serve the Tenant with an N1 notice. The March 20, 2025 letter which advises the Tenant of a rent increase effective April 1, 2025 does not provide the Tenant with at least 90 days written notice that the Landlord intends to increase the rent which is required under subsection 116(1) of the Act. The March 20, 2025 letter is not an N1 notice and is therefore not a form approved by the LTB for the purpose of notifying the Tenant of the Landlord's intent to increase the rent. Therefore, the Landlord has not complied with the requirement of subsection 116(3) of the Act. As I have determined the Landlord has not provided notice to the Tenant in accordance with the requirements under section 116 of the Act, the increase in rent is therefore void pursuant to subsection 116(4) of the Act.
16. The Tenant has paid the rent increase for more than 12 months. Pursuant to section 135.1(1) of the Act, the rent increase deemed to be void under subsection 116(4) of the Act would not be void if a tenant has paid the increased rent for at least twelve consecutive months. Subsection 135.1(2) of the Act stipulates that 135.1(1) does not apply with respect to an increase in rent if a tenant has, within one year after the date the increase was first charged, made an application in which the validity of the rent increase is in issue. As the Tenant filed an application (originally a T4 application) on April 4, 2025, which was amended to a T1 application, this is within one year of the rent increase first being charged on April 1, 2025 and therefore the rent increase is still deemed void under subsection 116(4) of the Act.
17. For the reasons above, I find the rent increase to \$1,412.89 on April 1, 2025 is an illegal rent increase. I accept the Tenant's uncontested testimony that prior to April 1, 2025, the Tenant paid \$1,360.10 for the monthly rent and effective April 1, 2025, the Tenant paid the increased rent amount of \$1,412.89 each month, up to and including June 1, 2026, representing a rent differential is \$52.79 per month. I find the Tenant paid \$791.85 (15 months x \$52.79 for period April 1, 2025 to June 30, 2026) for the illegal rent increase.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$844.85. This amount represents:
 - \$791.85 for the illegal rent increase
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by July 7, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by July 7 2026, the Landlord will owe interest. This will be simple interest calculated from July 8, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by July 7, 2026, the Tenant may recover this amount by deducting \$844.85 from the rent for August 1, 2026.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 26, 2026
Date Issued

Kimberly Parish
Vice Chair, 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.