



Order under Section 135 Residential Tenancies Act, 2006

Citation: Adolphe v Mahomed, 2026 ONLTB 45040

Date: 2026-06-19

File Number: LTB-T-103034-25

In the matter of: 123 Castlegreen Private
Ottawa ON K1T3N2

Between: Marina Adolphe Tenant

And

Erfan Mahomed Landlord

Marina Adolphe (the 'Tenant') applied for an order determining that Erfan Mahomed (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 3, 2026.

Only the Tenant attended the hearing.

As of 2:13 p.m., the Landlord 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 Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$588.00 for an illegal rent increase and the application filing fee.
2. The Tenant testified that she moved into the rental unit in December 2023 and was paying \$2,300.00 in rent. At the end of December 2024, the Landlord had a verbal conversation with the Tenant and told her that the rent would be increasing to \$2,350.00 effective January 1, 2025.
3. The Tenant intended to pay \$2,350.00 starting January 1, 2025, but for the month of January 2025, she paid \$2,340.00. For the months of February 2025, through November 2025, she paid \$2,350.00 in rent. The Tenant alleges that she paid \$540.00 in an illegal rent charge because the Landlord did not give her 90 days' notice, nor did he serve her any documentation regarding a rent increase.

Analysis

4. When conducting an analysis of rent increases, the starting point is always section 116 of the *Residential Tenancies Act, 2006* (the 'Act') which is supported by section 110 and sets out the mandatory requirements that must be met in order for a rent increase to be valid.
5. Section 116 says that, if a landlord intends to increase the rent, they must give the tenant a Notice of Rent Increase ('NORI') at least 90 days in advance and in writing. The NORI must be in the Board's prescribed form. There must be at least 12 months between regular rent increases and, assuming the property is not exempt from the rent control guidelines, annual rent increases are limited to the annual guideline amount. Section 116(4) of the Act states that an increase in rent is void if the landlord has not given the notice required by that section.
6. Based on the uncontested evidence before me, the Landlord failed to provide the Tenant with a NORI in the Board's prescribed form and did not give 90 days in advance and in writing. The rent increase was within the annual rent control guideline.
7. As the rent increase failed to comply with all the requirements set out in section 116, the next step in the analysis is found in section 135.1 which says:

135.1 (1) 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.

(2) Subsection (1) does not apply with respect to an increase in rent if the 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. [Emphasis added]

8. Essentially, these provisions ask two questions: Did the tenant pay the illegal rent increase for 12 consecutive months? Did the tenant file an application with the Board within that time which addresses the illegal rent increase?
9. If the Tenant did pay the illegal increase for 12 months and did not file an application with the Board, then the rent increase is deemed not to be void. In other words, the rent increase is deemed to be valid and can be enforced.
10. However in this case, based on the uncontested evidence before me, the Tenant paid the rent increase for 11 months, and filed the application with the Board on December 5, 2025 which is within the timeframe that addresses the illegal rent increase. As such, the rent increase is deemed to be unlawful and the Landlord shall return to the Tenant \$540.00 which represents an illegal rent increase from the period starting January 1, 2025, up to and including November 1, 2025.
11. The Tenant incurred costs of \$48.00 for filing the application and is entitled to reimbursement of those costs.

12. This order contains all the reasons for the decision within it and no further reasons will be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$588.00. This amount represents:
 - \$540.00 for excess rent collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 30, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 30, 2026, the Landlord will owe interest. This will be simple interest calculated from July 1, 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 19, 2026
Date Issued

Paula West Oreskovich
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.