



Order under Section 135 Residential Tenancies Act, 2006

Citation: Tong v Veerasamy, 2026 ONLTB 47103

Date: 2026-06-16

File Number: LTB-T-102244-25

In the matter of: 222 LADYSLIPPER DR
WATERLOO ON N2V0E2

Between: Ming Tong
Mariia Sobchuk
Tenants

And

Nirmal Veerasamy
Ajeetha Veerasamy
Landlords

Ming Tong and Mariia Sobchuk (the 'Tenants') applied for an order determining that Nirmal Veerasamy and Ajeetha Veerasamy (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on May 13, 2026.

The Landlords' agent Maxim Kharitonov and the Tenant Ming Tong attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Tenant's application is granted and the Landlord must reimburse the Tenant for the cost of filing this application.

Preliminary Issues: Amendments to the Application

2. Maxim Kharitonov identified himself at the hearing as an employee of the property management firm hired by the Landlords rather than as a Landlord in his own right. As such, the application is amended to remove Mr. Kharitonov as a respondent to this application in his personal capacity.
3. The Tenants inadvertently checked the box specifying that they are making a claim under section 115 of the *Residential Tenancies Act, 2006* (the 'Act'). Mr. Tong clarified at the hearing that this was an administrative error on his part, and the Tenants are not intending to pursue such a claim. As such, the application is amended to seek relief only with

respect to the allegation that the Landlord collected or retained money illegally from the Tenants.

The Landlord charged excess rent, but the Tenant did not pay it

4. The Landlord collected rent in excess of the amount allowed by the Act.
5. When the Tenant moved into the rental unit, the lawful rent was \$3,300.00 per month.
6. The lawful rent increased to \$3,375.00 as of November 1, 2024, pursuant to a Notice of Rent Increase served by the Landlord in 2024 (the '2024 NORI'). The Tenants paid this increased amount.
7. A second Notice of Rent Increase was emailed to the Tenants on November 30, 2025 (the '2025 NORI'). In the email, it is stated that the rent was to increase to \$3,500.00 beginning on March 1, 2026. While this increase would be above the rent increase guideline for the relevant period, the rental unit is excluded from the guideline by operation of section 6.1(2) of the Act, as it was built in 2020.
8. The 2025 NORI, however, is invalid, as it contains inconsistent information about the amount of the rent increase.
9. The 2025 NORI states that "On 01/03/2026, your rent will increase to \$3,500.00 per month." Below this section, the notice purports to explain the increase. However, the information is not consistent with the amount of rent increase stated.
10. The explanation of the rent increase on the 2025 NORI states that the Tenant's rent would increase by \$425.00. However, an increase from \$3,375.00 – the lawful monthly rent as of the date the 2025 NORI was served – to the purported new rent is only \$175.00. A \$425.00 increase in the Tenants' rent would result in a new monthly rent of \$3,800.00.
11. Adding to the confusion is the Landlord's statement on the 2025 NORI that the increase represents a 13.8% increase in rent. A 13.8% increase in the Tenants' rent would result in a new monthly rent of \$3,840.75.
12. Clearly, the 2025 NORI is confusing on its face. The Landlords have listed – in effect – three different amounts of increased rent.
13. Per subsection 116 of the Act, a Landlord must give a notice of rent increase before increasing the rent and, per subsection 116(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 new rent" (emphasis added).
14. The 2025 NORI does not meet these requirements. It does not clearly articulate and explain the new rent amount in the form prescribed by the Board. It is inherently confusing and therefore does not constitute a valid Notice of Rent Increase.
15. The Landlord's agent attributed this to a "mistake" by an administrative assistant. This may be the case. Nevertheless, the 2025 NORI does not meet the statutory requirements of a valid notice.

16. Given this, the lawful monthly rent for the unit remains \$3,375.00 unless and until the Landlord serves a subsequent valid notice of rent increase on the Tenants.
17. The Tenant present at the hearing testified that he has only been paying \$3,375.00 per month since March 1, 2026. In other words, no amount has been paid in excess of the lawful rent for the unit. As such, the only amount awarded to the Tenants as a result of this application is reimbursement of the \$48.00 filing fee.

It is ordered that:

1. The lawful monthly rent effective March 1, 2026 is \$3,375.00.
2. The Landlords shall pay the Tenant \$48.00 for the cost of filing the application.
3. The Landlord shall pay the Tenant the full amount owing by June 27, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by June 27, 2026, the Landlord will owe interest. This will be simple interest calculated from June 28, 2026 at 4.00% annually on the balance outstanding.
5. If the Landlord does not pay the Tenant the full amount owing by June 27, 2026, the Tenant may recover this amount by deducting \$48.00 from the rent payable on July 1, 2026.
6. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 16, 2026
Date Issued

Jeremy Henderson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.