



Order under Section 135 Residential Tenancies Act, 2006

Citation: BJERREGAARD v HORWITZ, 2026 ONLTB 47246

Date: 2026-06-16

File Number: LTB-T-022904-26

In the matter of: 306, 511 PELISSIER ST
WINDSOR ON N9A4L2

Between: DAVID BJERREGAARD Tenant

And

LARRY HORWITZ Landlord

DAVID BJERREGAARD (the 'Tenant') applied for an order determining that LARRY HORWITZ (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 10, 2026.

Only the Tenant attended the hearing.

As of 1:21 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 the Tenant \$739.60 by June 27, 2026.
2. On March 9, 2026, the Tenant filed a T1 Tenant Application for a Rebate of Money the Landlord Owes. In the application, the Tenant alleged that the Landlord charged him an illegal rent and that the Tenant was overcharged in the amount of \$559.78.
3. The Tenant testified that he received an N1 Notice of Rent Increase (the "NORI") on January 29, 2025 from the Landlord. At that time, his legal rent was \$854.70. The Tenant provided a copy of a previous LTB order, LTB-T-077429-24 whereby the Board found the Landlord's NORI of November 1, 2023 was void. This order set out that the Tenant's legal rent for the period of February 1, 2024 to January 31, 2025 was \$854.70 per month.

4. The Tenant provided a copy of the January 29, 2025 NORI which used a base rent of \$854.70 plus a guideline increase totalling \$897.96 commencing April 1, 2025. He stated that he paid the new rental amount without question and then realized that his new rent should have been \$876.07 (2.5% is \$21.37 which calculates as \$876.07), not the incorrect amount of \$897.96. He also pointed out that the Landlord did not provide the required 90 days' notice.
5. The Tenant stated that he received another NORI on February 1, 2026 to be effective on May 1, 2026 with a new rent of \$916.81. This notice used the previous calculations which he believed were contrary to the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act").
6. The Tenant stated that despite suspecting that the rental amounts were illegal, he paid the rent in the amounts set out in both NORIs to the Landlord.

Law and Analysis

7. Section 120(1) of the Act states "No landlord may increase the rent charged to a tenant, or to an assignee under section 95, during the term of their tenancy by more than the guideline, except in accordance with section 126 or 127 or an agreement under section 121 or 123."
8. Based on the Tenant's uncontested evidence, I find that the January 29, 2025 NORI was void as it increased the rent by more than the guideline, contrary to section 120 of the Act and was based on an illegal rent. Accordingly, the lawful rent for the period of April 1, 2025 to April 30, 2026 (as 2nd NORI started May 1, 2026) was \$854.70 per month. This means that the Tenant is entitled to be refunded the amounts paid for the illegal rent increase in the amount of \$562.38 $[(\$897.96 - \$854.70) \times 13]$.
9. I also find that the February 1, 2026 NORI was void as it increased the rent by more than the guideline and was based on an illegal rent. Accordingly, the lawful rent for the period of May 1, 2026 – June 30, 2026 is \$854.70. The Tenant is entitled to be refunded the amounts paid for the illegal rent increase in the amount of \$124.22 $[(\$916.81 - \$854.70) \times 2]$.
10. As the Tenant was successful with his application, he is entitled to the application fee.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$739.60. This amount represents:
 - \$686.60 for excess rent collected.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 27, 2026.
3. 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.

4. 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

Carrie Bertrand
Member, 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.