



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-068680-25

In the matter of: 326 ENGLISH MILL CRT
MILTON ON L9E0A7

Between: Ahmed Al-Bazzaz Tenants
Rian Al-Bazzaz

And

Bassam Al-Kerwi Landlord

Ahmed Al-Bazzaz and Rian Al-Bazzaz (the 'Tenants') applied for an order determining that Bassam Al-Kerwi (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 24, 2026.

The Landlord and the Tenant, Ahmed Al-Bazzaz, on behalf of both Tenants attended the hearing.

Determinations:

1. The Tenant's application alleges that the Landlord unlawfully increased the monthly rent and seeks reimbursement of the alleged illegal rent increase paid between November 5, 2024 and August 4, 2025.
2. The Tenants vacated the rental unit on August 2, 2025.
3. The monthly rent for the rental unit was \$2,980.00 from October 2021 until November 4, 2024.
4. AA testified that the monthly rent increased to \$3,500.00 effective November 5, 2024. AA submitted that the Landlord did not serve a Notice of Rent Increase pursuant to section 116 of the Residential Tenancies Act, 2006 (the 'Act') and did not obtain authorization from the Board for an above-guideline rent increase.
5. AA testified that the Tenants paid the monthly rent of \$3,500.00 from November 5, 2024 until the tenancy terminated. AA further testified that no additional services or facilities were provided in exchange for the increase.
6. The Landlord acknowledged that he did not serve a Notice of Rent Increase and did not obtain an order authorizing an above-guideline rent increase.

7. The Landlord testified that the original tenancy agreement was entered into by four tenants. The Landlord further testified that, on November 4, 2024, a new tenancy agreement was executed by only two of the original tenants for a fixed term of seven months commencing November 5, 2024. The evidence before me was that the remaining two original tenants ceased to be tenants under the new agreement and instead remained in the rental unit as occupants.
8. AA acknowledged that he voluntarily signed the November 4, 2024 tenancy agreement. AA testified that the Landlord requested a new tenancy agreement because two of the original tenants no longer had income. There was no evidence before me that the Landlord threatened, pressured, misled, or coerced the tenants into entering into the new agreement.
9. Based on the evidence before me, I find that the tenancy agreement executed on November 4, 2024 constituted a new tenancy agreement between the parties and reflected their intention to replace the existing tenancy agreement. The new agreement altered the composition of the tenant group by reducing the number of tenants from four to two and reflected that only the remaining two tenants would be legally responsible for the tenancy. The agreement also established a new fixed term of seven months commencing November 5, 2024. The reduction in the number of tenants, the change in legal liability, and the creation of a new fixed term are all factors that support the conclusion that this was not merely a continuation of the existing tenancy with unchanged parties. Rather, the parties entered into a new contractual arrangement with different parties and a new term.
10. In my view, where parties voluntarily enter into a new tenancy agreement involving a material change in the identity of the tenants, the parties may agree to a new rent for the new tenancy. In such circumstances, I find the rent charged under the new agreement is not a rent increase governed by sections 116 to 126 of the Act but rather the lawful rent established for the new tenancy.
11. I accept the Landlord's evidence that the November 4, 2024 agreement was entered into to reflect a change in who would be legally liable as tenants under the tenancy. I also accept AA's evidence that he voluntarily signed the agreement. There is insufficient evidence before me to conclude that the Landlord required the tenants to sign the new agreement through coercion or otherwise acted in bad faith.
12. As I have found that a new tenancy commenced on November 5, 2024, the increase in monthly rent from \$2,980.00 to \$3,500.00 was not an unlawful rent increase under the Act. Rather, it was the rent agreed upon by the parties for the new tenancy.
13. Accordingly, I find that the rent charged from November 5, 2024 onward was lawful, and the Tenant has not established that the Landlord collected or retained any illegal rent.
14. For these reasons, the Tenants' application is dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

June 19, 2026

Date Issued

Christina Philp

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.