



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-011247-26

In the matter of: 102, 2360 WESTON RD
YORK ON M9N1Y9

Between: VERMA TARUNA Tenant

And

GREENWIN CORP Landlord

VERMA TARUNA (the 'Tenant') applied for an order determining that GREENWIN CORP (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 25, 2026.

The Landlord's Legal Representative, Sean Beard, and the Tenant attended the hearing.

Determinations:

Preliminary Issues

Interpreter Accommodation

1. It should be noted that the Tenant made an accommodation request for an ASL Interpreter which was granted and provided for, however, this request was done in error. The Tenant then said she speaks Hindi and would prefer an interpreter. During the hearing, I canvassed with the Tenant if she was comfortable proceeding in English, and she confirmed that she was.

Is this Illegal Rent?

2. At the outset of the hearing, the Landlord's Legal Representative submitted that what the Tenant is claiming as illegal rent is not proper, accurately captured in the application, and not within the Board's jurisdiction to consider.
3. The Tenant alleged that they paid the Landlord illegal rent as the rent she was paying was significantly higher than the market rate for similar units in the building.

4. The Landlord's Legal Representative submitted that there is no legal basis for the application because the parties signed an agreement in which the Tenant agreed to pay the stipulated rent in exchange for the right to occupy the rental unit.
5. The parties agree that the rent the parties agreed to in the tenancy agreement is \$2,357.00. The Tenant submitted that she asked the Landlord to reduce her rent to what the other units are listed for but received a response approximately 7 months later, denying the request. Moreover, the Tenant requested to move into another unit with a lower rent, and one was not provided.
6. However, upon hearing further submissions from the Tenant, she substantiated the fact that that she wilfully signed the lease for the rental unit and did not refute the fact that she intentionally entered into the tenancy agreement knowing that the Landlord was seeking \$2,357.00 for this rental unit. Pursuant to s.113 of the Act, subject to s.111, the lawful rent for the first rental period for a new tenant under a new tenancy agreement is the rent first charged to the tenant. Therefore, I find that this amount is the lawful monthly rent.
7. The Tenant did not present any evidence to suggest that the tenancy agreement and/or its terms are invalid because she coerced into signing it or misled by the Landlord.
8. As such, there is no legal basis to find the rent, which the parties willingly agreed to in the tenancy agreement is unlawful.
9. For this reason, the application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

June 25, 2026
Date Issued

Amit Gurpersaud
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.