



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-019242-26

In the matter of: 108 Evans Avenue
Etobicoke ON M8Z1H9

Between: Rodrigo Frias Landlord

And

Rui Alberto Bonges Tenant
Teresa De Fatima Da Costa Fagundes

Rodrigo Frias (the 'Landlord') applied for an order to terminate the tenancy and evict Rui Alberto Bonges and Teresa De Fatima Da Costa Fagundes (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 17, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issue: Lawful monthly rent and validity of N4 Notice of Termination

1. At the outset of the hearing, the Tenant raised that there had been an illegal rent increase, therefore the lawful monthly rent for January 2026 on the N4 notice of termination and the rent identified on the application was incorrect.
2. The Tenant testified that that they had received a hand-written notice of rent increase in November 2025 increasing rent from \$2,075.00 per month to \$2,175.00 per month commencing January 1, 2026. The Tenant testified that they did not receive an N1 notice of rent increase, that they did not receive 90 days notice, and that the increase was above the 2.5% guideline amount. The Landlord confirmed through his testimony that he notified the Tenant about an increase of rent in November 2025 through a hand-written note, and he acknowledged that he did not provide 90 days notice or an N1 notice of rent increase. The Landlord testified that the rent increase was above 2.5% because the Tenant agreed to increase above the guideline amount for utilities, however, no evidence was provided to support this assertion.
3. Section 116(1) of the *Residential Tenancies Act, 2006* (the 'Act') states that a landlord shall not increase the rent charged to a tenant without first giving the tenant at least 90

days written notice, and section 116(3) states that the notice shall be in a form approved by the Board. In addition, section 120(1) of the Act outlines that the landlord cannot increase the rent more than the guideline amount, unless they have applied for an above-guideline rent increase. As the Landlord did not provide an N1 notice of rent increase, did not provide 90 days notice to the Tenant, and the rent increase was above the guideline amount, the rent increase is void. Therefore, the lawful monthly rent is \$2,075.00.

4. As the lawful monthly rent is \$2,075.00, and the N4 notice states that the lawful monthly rent for January 2026 was \$2,175.00, I find that the total rent arrears identified on the N4 notice for the Tenant to void the N4 notice were incorrect.
5. Section 212 of the Act provides that an error in the contents of a form or notice substantially complies with the Act if the error does not significantly prejudice a party's ability to prepare for a proceeding. In my view, the error in the total arrears identified on the N4 notice significantly prejudices the Tenant's ability to void the N4 notice and properly prepare for the hearing.
6. As such, I find that the N4 notice is invalid, and the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

June 29, 2026
Date Issued

Allana McComb
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.