



## **Order under Section 135 Residential Tenancies Act, 2006**

**File Number:** LTB-T-016023-26

**In the matter of:** 3 BEXHILL AVE  
Scarborough ON M1L3B3

**Between:** ABDULQAVI KHALID Tenant

**And**

Ruhal Ahmed Landlords  
Farzana Ahmed

ABDULQAVI KHALID (the 'Tenant') applied for an order determining that Ruhal Ahmed and Farzana Ahmed (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on June 2, 2026.

Only one of the Landlords, Ruhal Ahmed, the Landlord's Legal Representative, Brittney-Rose Ward, and the Tenant attended the hearing.

### **Determinations:**

#### *Overview:*

1. The Tenant's application is filed under section 135 of the Residential Tenancies Act, 2006 (the "Act") and claims the Landlords illegally collected or retained money.
2. The Teant's claim for the return of rent paid due to an illegal rent increase is dismissed as the rent increase is deemed lawful.

#### *T1 Application -Determinations:*

3. The Tenant claims the Landlord charged him an illegal rent from February 1, 2025, to present.
4. Subsections 135(1) and (4) of the Act provide:

**135** (1) A tenant or former tenant of a rental unit may apply to the Board for an order that the landlord, superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act or the *Tenant Protection Act, 1997*.

(4) No order shall be made under this section with respect to an application filed more than one year after the person collected or retained money in contravention of this Act or the *Tenant Protection Act, 1997*.

*The February 1, 2025, rent increase of \$100.00 is deemed lawful:*

5. The Tenant testified rent was \$1,900.00 a month and that on or about January 26, 2025, the Landlord told the Tenant verbally that effective February 1, 2025, the monthly rent would be increased to \$2,000.00, which amounted to an increase of \$100.00 per month. The Tenant referred to page 184 in DOC ID 8016273, Exhibit 1, where the Landlord had texted the Tenant on or about January 24, 2025, stating that they needed to discuss rent increase and dishwasher issues. The Landlord did not dispute the Tenant's testimony.

6. Section 120 (1) of the Act provides:

**120** (1) 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.

7. The guideline increase in 2025 was 2.5% which would be equivalent to \$47.50 a month on a monthly rent of \$1,900.00. The \$100.00 rent increase on February 1, 2025, was well above the guideline increase.

8. Above guideline increases are permitted where the Landlord has made an application to the Board under section 126 of the Act and the increase has been granted by an order of the Board. Parties are also entitled to agree to above guideline rent increases so long as the agreed upon increase accords with sections 121 or 123 of the Act.

9. There was no evidence this increase was authorized by an order of the Board, nor a suggestion the rent was increased because parking or a new prescribed service was added as provided for in section 123 of the Act, nor was there an agreement reached under section 121 of the Act.

10. The Tenant also testified he was not provided with a Notice of Rent Increase. Sub-sections 116(1) and (4) of the Act provide:

**116** (1) A landlord shall not increase the rent charged to a tenant for a rental unit without first giving the tenant at least 90 days written notice of the landlord's intention to do so.

(4) An increase in rent is void if the landlord has not given the notice required by this section, and the landlord must give a new notice before the landlord can take the increase.

11. In the above circumstances, I find the increase in monthly rent from February 1, 2025, from \$1,900.00 to \$2,000.00 was in excess of the guideline.
12. Nonetheless, there are sections of the Act that provide for circumstances under which an unlawful rent increase will be deemed lawful.
13. Section 135.1 addresses when an increase in rent that would have been void under section 116(4) for failure to serve a Notice of Rent Increase does not apply.

**135.1** (1) An increase in rent that would otherwise be void under subsection 116(4) is deemed not to be void if the tenant has paid the increased rent in respect of each rental period for at least 12 consecutive months.

(2) Subsection (1) does not apply with respect to an increase in rent if the tenant has, within one year after the increase was first charged, made an application in which the validity of the rent increase is in issue.

(3) For greater certainty, if subsection (1) applies with respect to an increase in rent, section 116 is deemed to have been complied with.

(4) For greater certainty, nothing in this section limits the application of section 136.

14. At the hearing, the Tenant acknowledged that as of February 1, 2025, he paid the \$2,000.00 per month for 12 consecutive months. However, he felt that he was entitled to file the application at any time during the month of February as this still fell within the "12 consecutive months" period.
15. The Tenant also testified that he was waiting for the dishwasher and other maintenance issues to be resolved which is why he did not dispute the rent increase earlier.
16. The Landlord's Legal Representative submitted that the Tenant had filed an application on or around October 14, 2025, with respect to maintenance issues. He did not raise the issue of an illegal rent increase back then. This application has not yet been heard by the Board.
17. When the Tenant had filed his application with the Board, he had already made 13 consecutive rent payments of \$2,000.00 per month and he did not file an application disputing the increase within one year of when it was first charged. Therefore, I find the monthly rent of \$2,000.00 to be deemed lawful in accordance with section 135.1 of the Act.
18. Therefore, the Tenant's claim for illegally charged rent is dismissed.

**It is ordered that:**

1. The Tenant's Application is dismissed.

**June 30, 2026**  
**Date Issued**

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Farzana Kanji  
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.