



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-029969-26

In the matter of: Basement, 1988 GUILD RD
PICKERING ON L1V1Y1

Between: Gopiben Patel Landlord

And

Kaelia Williams Tenant

Gopiben Patel (the 'Landlord') applied for an order to terminate the tenancy and evict Kaelia Williams (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, the Landlord's Agent, Darpan Veraghiwala, and the Tenant attended the hearing.

Preliminary Issue:

1. The Tenant wished to raise their own issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). For the reasons that follow, the Tenant was not permitted to raise these issues at the hearing.
2. Section 82 of the Act provides that a tenant shall be permitted to raise any issue that could be the subject of an application if the tenant complies with the disclosure requirements or provides a satisfactory explanation as to why they could not comply with the disclosure requirements.
3. The Act requires a tenant to give advance notice of the issues to the landlord within the time set out in the Landlord and Tenant Board's Rules of Procedure. The Board's Rules require that disclosure must be made to the landlord and the Board as soon as possible but no later than 7 days before the hearing of the Landlord's application.
4. The Tenant submitted no disclosure either to the Board and to the Landlord. The Tenant did not provide a satisfactory explanation as to why they were unable to comply with the requirements.
5. I find it would be procedurally unfair and prejudicial to the Landlord to permit the Tenant to raise issues under section 82 at this hearing given the Tenant's lack of proper disclosure, which affects the Landlord's ability to respond to the case reasonably. Accordingly, the

Tenant was not permitted to raise issues under section 82. The Tenant may raise their own separate application to address these issues so there is little or no prejudice to the Tenant.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,400.00. It is due on the 1st day of each month.
4. The Tenant contests the lawful rent since she believes that the Landlord did not serve her a proper N1 notice when her rent was increased in January 2025. It is uncontested that the Tenant has paid the increase from \$1,385.00 to \$1,400.00 from January 2025 to December 2025. The Tenant started paying \$1,385.00 starting January 2026 again.
5. Section 116 of the *Residential Tenancies Act, 2006* (the 'Act') states that
 - (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.
 - (2) Subsection (1) applies even if the rent charged is increased in accordance with an order under section 126.
 - (3) The notice shall be in a form approved by the Board and shall set out the landlord's intention to increase the rent and the amount of the new rent.
 - (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.
6. Section 135.1 addresses the issue of illegal rent increase from \$1,385.00 to \$1,400.00:
 - 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.
7. Since the Tenant paid the increased rent for a period of 12-months without raising their own application, it is now the deemed lawful rent.
8. Based on the Monthly rent, the daily rent/compensation is \$46.03. This amount is calculated as follows: \$1,400.00 x 12, divided by 365 days.
9. The Tenant has paid \$5,540.00 to the Landlord since the application was filed.
10. The rent arrears owing to June 30, 2026, are \$90.00.

11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Tenant does not believe she should have to pay the filing fee but I disagree. The Tenant was in arrears when the Landlord filed the application, and they were in their rights to do so.
13. The Landlord collected a rent deposit of \$1,300.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
14. Interest on the rent deposit, in the amount of \$126.71 is owing to the Tenant for the period from December 18, 2021, to June 17, 2026.
15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would not be unfair to postpone eviction to July 31, 2026 pursuant to subsection 83(1) of the Act.
16. The Tenant owes only \$90.00, and she was willing to pay it off the same day. The Landlord was concerned with the Tenant not paying the increased amount. I am granting a delay to July 31, 2026, since the prejudice to the Landlord is low.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$276.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$1,676.00 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after July 31, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before July 31, 2026.**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$1,768.20. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount

owing to the Tenant \$46.03 per day for compensation for the use of the unit starting June 18, 2026 until the date the Tenant moves out of the unit.

6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after August 1, 2026.

June 26, 2026
Date Issued

Sheena Brar
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on February 1, 2027 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$5,630.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,540.00
Total the Tenant must pay to continue the tenancy	\$276.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing To July 31, 2026	\$7,030.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,540.00
Total the Tenant must pay to continue the tenancy	\$1,676.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$5,012.51
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,540.00
Less the amount of the last month's rent deposit	- \$1,300.00
Less the amount of the interest on the last month's rent deposit	- \$126.71
Total amount owing to the Landlord	\$(1,768.20)
Plus daily compensation owing for each day of occupation starting June 18, 2026	\$46.03 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	