Order under Section 135
Residential Tenancies Act, 2006

File Number: LTB-T-062119-26

In the matter of: 1193 Fantham Road
Fauquier ON P0L1G0

Between: Rachelle Berube — Tenant

And

Stephen Wagler
Marlene Wagler — Landlord

I hereby certify this is a true copy of an Order dated
OCT 23, 2026
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Landlord and Tenant Board

Rachelle Berube, (the 'Tenant') applied for an order determining that Stephen Wagler and Marlene Wagler (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on October 21, 2026.

The Landlord, Stephen Wagler, the Tenant's legal representative, Masoud Tchavoshi, and the Tenant Rachelle Berube, and Lee-Anne Tanguay, attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord shall reimburse the Tenant $398.00 for rent illegally collected and the application filing fee.

Preliminary Issues

2. The application names Mathieu Lambert-Belanger and Lee-Ann Tanguay. At the hearing, the evidence established that Rachelle Berube purchased the residential complex situated on the land lease lot on June 23, 2026, and became the tenant.

3. The parties did not dispute that Rachelle Berube is the current Tenant and the person pursuing the application.

4. Pursuant to section 18 of the *Residential Tenancies Act, 2006* (the 'Act'), the rights and obligations of a landlord and tenant under a tenancy agreement run with the land and bind successors in interest.
5. I am satisfied that upon purchasing the home and becoming the Tenant, Rachelle Berube succeeded to the rights and benefits arising from the tenancy agreement, including any claim relating to rent collected contrary to the Act.
6. Accordingly, I have amended the style of cause to remove the names of Mathieu Lambert-Belanger and Lee-Ann Tanguay and substitute Rachelle Berube as the Tenant.

Illegal Rent Collected

7. The rental unit is a land lease lot governed by the Act.
8. The evidence before me was that the annual lot rent for 2025 was $800.00.
9. The Tenant submitted a 2026 lease agreement showing annual rent of $1,150.00.
10. The evidence before me was that ownership of the property changed in June 2026.
11. The evidence before me was that Mathieu Lambert-Belanger and Lee-Ann Tanguay paid the Landlord $1,150.00 by e-transfer on June 15, 2026 for the annual lot rent.
12. On June 23, 2026, Rachelle Berube purchased the home situated on the land lease lot and became the Tenant.
13. The Tenant testified that the annual lot rent had previously been $800.00 and that no Notice of Rent Increase in the Board-approved form was served before the Landlord required payment of $1,150.00.
14. The Landlord did not provide evidence that a Notice of Rent Increase was served in accordance with the Act.
15. The Landlord did not dispute that $1,150.00 was paid on June 15, 2026.
16. Section 116(1) of the Act provides that a landlord shall not increase rent except in accordance with the Act.
17. Section 116(4) of the Act provides that a rent increase that does not comply with the Act is void.
18. I am satisfied that the Landlord increased the annual lot rent from $800.00 to $1,150.00 without complying with the requirements of the Act and without serving a valid notice of rent increase.
19. As a result, the purported increase of $350.00 was void and the lawful annual lot rent remained $800.00.
20. Pursuant to section 18 of the Act, the rights and obligations arising under a tenancy agreement run with the land and are binding on successors in interest.

21. I am satisfied that when Rachelle Berube became the Tenant on June 23, 2026, she succeeded to the benefits arising from the tenancy agreement, including any claim for the recovery of rent collected contrary to the Act.
22. The Landlord collected $350.00 in excess of the lawful annual lot rent.
23. Pursuant to section 135(1) of the Act, the Board may order the repayment of money illegally collected.
24. I therefore find that the Tenant is entitled to reimbursement of $350.00 for rent illegally collected.
25. The Tenant paid a filing fee of $48.00 to file the application. As the Tenant has been successful in the application, I find it appropriate to order the Landlord to reimburse the Tenant for the filing fee.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is $398.00. This amount represents:
    - $350.00 for excess rent collected.
    - $48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by November 3, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by November 3, 2026, the Landlord will owe interest. This will be simple interest calculated from November 4, 2026 at 4.00% annually on the balance outstanding.

October 23, 2026
Date Issued

T Hunt
Teresa Hunt
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.