Order under Section 135
Residential Tenancies Act, 2006

File Number: LTB-T-062303-26

In the matter of: 1189 Fantham Road
FAUQUIER ON P0L1G0

Between: Mathieu Lambert-Belanger
Lee-Anne Tanguay — Tenant

And

Stephen Wagler
Marlene Wagler — Landlord

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

Mathieu Lambert-Belanger and Lee-Anne Tanguay (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, Lee-Anne Tanguay, attended the hearing.

Preliminary Issue

1. At the hearing, the parties agreed that the word "Box" should be removed from the rental unit address appearing in the application. I have amended the address accordingly.
2. During the hearing, the parties also agreed that the *Residential Tenancies Act, 2006* (the 'Act') applies to this tenancy.
3. The Tenant testified that the rental unit is located within a land lease community. The Landlord did not dispute this evidence.
4. In addition, I considered the findings in LTB-T-051018-26, which determined that the property is a land lease community governed by the Act and that the exemption in section 5(a) of the Act does not apply.

Determinations:

5. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must reimburse the Tenant $598.00 for the illegal rent collected and pay the Tenant the cost of filing the application.

Illegal Rent Collected

6. The tenancy commenced in 2023.
7. The Tenant testified that she paid rent of $800.00 for her lot in 2025.
8. The Tenant testified that ownership of the property changed and that Stephen Wagler (SW) and Marlene Wagler became the new landlord effective June 1, 2026.
9. The Tenant testified and the Landlord did not dispute that in 2026 the Landlord increased the rent from $800.00 to $1,350.00 per month, an increase of $550.00.
10. The Tenant testified that she paid the increased amount.
11. The Landlord did not dispute the amount of the increase or that the Tenant paid it.
12. The Tenant further testified that she did not receive a Notice of Rent Increase in the Board-approved form before the increase took effect.
13. The Landlord did not present evidence that a Notice of Rent Increase (Form N1) was served on the Tenant. The Landlrod submitted that he just prepared a new lease with the increased amount as he did not know the Act applied at the time.
14. Pursuant to section 119 of the Act, a landlord may increase rent only by giving written notice in the approved form at least 90 days before the increase takes effect.
15. Sections 116 and 120 of the Act prohibit rent increases that are not imposed in accordance with the Act and establish limits on guideline increases unless otherwise authorized.
16. In this case, the Landlord increased the rent by $550.00 without serving the required notice and the increase substantially exceeded the rent increase guideline.
17. I am therefore satisfied that the rent increase did not comply with the Act and was void pursuant to section 116(4) of the Act.
18. As a result, the Landlord collected rent in excess of the lawful rent charged to the Tenant.
19. Pursuant to section 135(1) of the Act, the Tenant is entitled to reimbursement of the excess rent collected.
20. Based on the evidence before me, I find that the Tenant paid $550.00 in excess rent and is entitled to recover that amount.
21. 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 $598.00. This amount represents:
    - $550.00 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

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.