



Order under Section 126 Residential Tenancies Act, 2006

File Number: LTB-L-076488-23

In the matter of: 165 Ontario Street, St. Catharines, ON, L2R 5K4

Between: Park Place Equities 2005 Inc. Landlord

And

Refer to attached Schedule 2 Tenants

Park Place Equities 2005 Inc. (the 'Landlord') applied for an order permitting the rent charged to be increased by more than the guideline for one or more of the rental units in the residential complex.

A Case Management Hearing was held on March 17, 2025. The parties were unable to resolve the issues at that hearing and this application was scheduled for a written merits hearing.

This application was resolved by a written hearing. The Board received submissions from the following Tenants: Vanessa Wallis & John Coates – Unit 820.

The Tenant, L.D. Blake, filed written authorizations with the Board on November 13, 2024, to make submissions on behalf of the following Units: 119, 203, 214, 215, 220, 303, 417, 501, 505, 510, 511, 512, 607, 608, 611, 612, 708, 718, 801, 811, 817, 819, 820, 906, and 916.

A reply to the Tenant submissions was received from the Landlord.

Preliminary Matters

I. Motion to Dismiss

1. The Tenant, L.D. Blake (609), filed a motion to dismiss on October 22, 2024. The motion was considered and denied by Vice Chair, Egysa Sangmuah, for reasons set out in the Member Endorsement issued on November 27, 2024.
2. In summary, the Tenant L.D. Blake filed a motion requesting that the Landlord's application be dismissed without a hearing because of the following reasons:
 - a. Above Guideline Hearings are inherently biased in favour of landlords.
 - b. Case Management Hearings are conducted with unfair assumptions.
 - c. Landlords have been using flaws in the AGI process for profit.
 - d. The capital expenditures claimed in the application are of dubious merit.

3. Vice Chair, Egya Sangmuah, set out that pursuant to subsection 197(1) of the Act, the Board may dismiss an application without holding a hearing or refuse to allow an application to be filed if in the opinion of the Board, the matter is frivolous or vexatious, has not been initiated in good faith, or discloses no reasonable cause of action.
4. In denying the motion, Vice Chair, Egya Sangmuah, held that the Tenant had not shown that the application is frivolous or vexatious, had not been initiated in good faith, or discloses no reasonable cause of action.

II. Request for In-Person Case Management Hearing and for Virtual Merits Hearing

5. The Tenant, L.D. Blake (609), made two requests related to the hearing format for both the Virtual Case Management Hearing and the Written Merits Hearing. The details of those requests follow.

A. Accommodation Request for In-Person Case Management Hearing

6. The Tenant, L.D. Blake (609), filed an Accommodation Request on November 13, 2024, seeking an in-person Case Management Hearing which was considered and denied by Vice Chair, Egya Sangmuah, for the reasons set out in the Member Endorsement issued on November 27, 2024.
7. In summary, the Tenant, L.D. Blake, sought a change in hearing format to an in person hearing in St. Catharines, Ontario. At the time of the request, the application was proceeding to a virtual Case Management Hearing.
8. The Tenant set out their reasons for their accommodation request including the following:
 - a. That many of the Tenants are elderly or have special needs therefore their participation in the proceeding may be limited by a virtual hearing or a hearing outside St. Catharines.
 - b. That the Tenants in question do not own computers or other devices needed for an electronic hearing and would find it difficult to attend an in-person hearing out of town.
9. In denying the request, Vice Chair Egya Sangmuah set out that:
 - a. The Board ordinarily would not hold an in-person hearing outside the city or municipality in which the residential complex is located.

- b. The Board is currently holding in-person hearings only in exceptional circumstances.
 - c. The Board has adopted a Digital First approach to hearings (See Tribunals Ontario, Updated Practice Direction on Hearing Formats).
 - d. The circumstances of this case are not exceptional.
10. Vice Chair, Egya Sangmuah, provided that Tenants are not required to use separate computers and may participate by telephone if they cannot access or use a computer and that they may also team up with other Tenants who have computer/Zoom skills or may share a computer. The Vice Chair also set out that the Tenants may retain a legal representative or designate another Tenant to represent them.

B. Request for Virtual Merits Hearing

11. The Tenant, L.D. Blake (609), filed a request for a Virtual Merits Hearing on April 9, 2025, which was considered and denied by Vice Chair, Egya Sangmuah, for the reasons set out in the Member Endorsement issued on April 22, 2025.
12. In summary, the Tenant, L.D. Blake, set out the reasons for their request which included that many of the Tenants do not know or understand the processes and are incapable of providing written submissions that correctly address the issues. Furthermore, the Tenant submitted that many Tenants do not have the technology to complete and file written submissions.
13. In brief, Vice Chair, Egya Sangmuah, set out in the Member Endorsement that the onus is on the Landlord to establish that the capital expenditures meet the requirements of the Act. The evidence supporting an AGI application is largely documentary: reports, invoices and proof of payment. The Vice Chair set out that documentary evidence is conducive to written submissions and many AGI applications have been resolved on the basis of written submissions. Finally, the Vice Chair provided that the Tenants, having the benefit of a virtual case management hearing and being aware of the issues, could make submissions, including written submissions, based on the criteria in Act and the Landlord's justification for the expenditures. Lastly, the Vice Chair provided that the Tenant, representing a number of Tenants, could make submissions on their behalf.

III. Deficiency Letter

14. A Deficiency Letter was issued by the Board on March 28, 2025 seeking information about deficiencies including:

- a. Capital Expenditure #2: Boiler Replacement & Building Automation System - Missing evidence of payment for invoices Holdback and INV-2022-0129-002 in the amount of \$43,335.50.
 - b. Capital Expenditure #3: Elevator Modernization – missing evidence of payment for invoices 32715 in the amount of \$15,415.18 and 32716 in the amount of \$36,689.10.
15. The Landlord filed a reply to the Deficiency Letter on April 14, 2025. Through their reply, they sought to amend the date of completion for Capital Expenditure #3 – Elevator Modernization from January 31, 2023 to July 31, 2023. I note that the final invoice submitted for this capital expenditure as set out on the Capital Expenditures Additional Details page forming part of their application was from Rooney, Irving & Associates Inc., dated 07/06/2023 which notes under the description “[...] Phase 4 – Final invoice” for the elevator consulting services rendered.
16. I accept the Landlord’s request to amend the date of completion to July 31, 2023 for Capital Expenditure #3 – Elevator Modernization.
17. The Landlord also provided the following proof of payment:
 - a. For PID Controls INV-2022-0129-002 in the amount of \$43,335.50 and dated August 15, 2023 – proof of payment in the form of a “Yardi Systems, Inc. Review Payment” document noting that cheque number 6638, dated September 11, 2023, was cleared on November 2, 2023. The total amount on the cheque was \$62,352.57, which included non-claimed costs for other properties in addition to the claimed costs for the residential complex related to the above noted invoice.
 - b. For Atta Elevators invoice 32715 in the amount of \$15,415.18 and dated June 1, 2023 – proof of payment being an RBC Bank stamped cheque No. 8672 in the amount of \$51,789.14, in addition, a Yardi Systems Inc. Review Payment document setting out the amounts paid under this cheque which included other non-claimed costs pertinent to other properties and the cheque clear date being December 6, 2023.
 - c. For Atta Elevators Invoice 32716 in the amount of \$36,689.10 dated June 1, 2023 (hold back amounts) – proof of payment being RBC Bank stamped Cheque No. 9094, dated December 6, 2023, in the same amount in addition to the Yardi Systems, Inc. Review Payment document setting out the total amount noted and the cheque clear date as December 20, 2023.
18. I am satisfied that the Landlord has provided the requested proof of payment.

IV. *Tenant Rebuttal Submissions*

19. On May 31, 2025, the Tenant, L.D. Blake (609), filed rebuttal submissions or reply submissions to the Landlord's reply submissions.

20. The process of making submissions was set out in the Notice of Hearing issued by the Board on March 28, 2025, and served by regular mail to the Tenants on April 11, 2025, as set out in the Certificate of Service, filed on the Tribunals Ontario Portal on April 14, 2025. Specifically, the Notice of Hearing set out that the process for submissions of the parties to this matter is as follows:

1. "The Tenants must give the LTB and the Landlord any written responses to the application by May 17, 2025. The response should include any evidence or submission the Tenant wants the LTB to consider.

2. By June 1, 2025, the Landlord must:

- a) Provide a copy of their written reply to each Tenant who filed a response;
- b) Give the LTB a copy of their written reply; and
- c) Give the LTB a Certificate of Service showing how and when the reply was provided to each Tenant who filed a response.

[...] New evidence may not be filed by the Landlord at this stage without permission from the LTB.

All evidence and submissions must be filed by the deadlines. Documents filed after the deadlines may not be accepted by the LTB."

21. The process on an application for an above guideline rent increase proceeding by way of a written hearing does not provide for a Tenant reply (or rebuttal) to the Landlord's reply submissions. Considering the Tenants reply submissions would prejudice and be procedurally unfair to the Landlord, as they have no opportunity to respond to those submissions. As such, these submissions will not be considered.

It is determined that:

22. I find that the Landlord has justified a rent increase above the guideline because the Landlord incurred an eligible capital expenditure for the residential complex or one or more of the rental units in it.

THE DEFINITION OF CAPITAL EXPENDITURE

23. The Landlord must lead evidence to establish that each of the capital expenditures claimed meets the definition of "capital expenditure" as set out in

s. 18(1) of the regulation. It says:

"capital expenditure" means an expenditure for an extraordinary or significant renovation, repair, replacement or new addition, the expected benefit of which extends for at least five years including,

- a. an expenditure with respect to a leased asset if the lease qualifies as determined under subsection (2), and
- b. an expenditure that the landlord is required to pay on work undertaken by a municipality, local board or public utility, other than work undertaken because of the landlord's failure to do it,

but does not include,

- c. routine or ordinary work undertaken on a regular basis or undertaken to maintain a capital asset in its operating state, such as cleaning and janitorial services, elevator servicing, general building maintenance, grounds-keeping and appliance repairs, or
- d. work that is substantially cosmetic in nature or is designed to enhance the level of prestige or luxury offered by a unit or residential complex;

"ELIGIBLE" CAPITAL EXPENDITURES

24. In addition to meeting the definition of capital expenditure, each of the Landlord's claimed items must be an "eligible" capital expenditure.

25. Subsections 126(7) and (8) of the Act say:

(7) Subject to subsections (8) and (9) and except under the prescribed circumstances, a capital expenditure is an eligible capital expenditure for the purposes of this section if,

- a. it is necessary to protect or restore the physical integrity of the residential complex or part of it;
- b. it is necessary to comply with subsection 20 (1) or clauses 161 (a) to (e);
- c. it is necessary to maintain the provision of a plumbing, heating, mechanical, electrical, ventilation or air conditioning system;
- d. it provides access for persons with disabilities;
- e. it promotes energy or water conservation; or
- f. it maintains or improves the security of the residential complex or part of it.

(8) A capital expenditure to replace a system or thing is not an eligible capital expenditure for the purposes of this section if the system or thing that was

replaced did not require major repair or replacement, unless the replacement of the system or thing promotes,

- a. access for persons with disabilities;
- b. energy or water conservation; or
- c. security of the residential complex or part of it.

THE 18-MONTH WINDOW

26. Pursuant to s. 26(2) of the regulation a rent increase shall not be ordered in respect of a capital expenditure unless the work was completed during the 18-month period ending 90 days before the effective date of the first intended rent increase referred to in the application. In this case the 18-month window is from April 3, 2022 to October 3, 2023.

27. The expenditure must also be "incurred" which essentially means the work must have been paid for prior to the application being filed. This is not an issue with respect to any of the items claimed in this application.

THE USEFUL LIFE

28. If the expenditure meets the requirements set out above, then the Board must establish the useful life of the work done in order to calculate the allowable increase.

29. Section 27 of the regulation says:

27. (1) The useful life of work done or a thing purchased shall be determined from the Schedule subject to the following rules:

- a. Where the useful life set out in Column 3 of the Tables in the Schedule is less than 10 years, the useful life of work done or a thing purchased shall be deemed to be 10 years.
- b. If, when a thing is purchased, it has previously been used, the useful life of the thing shall be determined taking into account the length of time of that previous use.
- c. If the work done or thing purchased does not appear in the Schedule, the useful life of the work or thing shall be determined with reference to items with similar characteristics that do appear in the Schedule.
- d. Despite paragraphs 2 and 3, for the purposes of making a finding under this section, the useful life of work done or a thing purchased shall not be determined to be less than 10 years.

(2) If the useful life of work done or a thing purchased cannot be determined under subsection (1) because the work or thing does not appear in the Schedule and no item with similar characteristics appears in the Schedule, the useful life of the work or thing shall be what is generally accepted as the useful life of such work or thing but in no case shall the useful life be determined to be less than 10 years.

Capital Expenditure

30. The Landlord justified a rent increase above the guideline because of capital expenditures.

31. The rent increase above the guideline because of capital expenditure is not the same for all of the affected units. The maximum rent increase above the guideline is **8.27%**, but the increase is lower for Tenants who have moved into their units more recently or who are not affected by some of the capital expenditures. See Schedule 3 for the unit specific increases.

32. The Landlord's application is for the following capital expenditures:

- a. Balcony Restoration;
- b. Boiler Replacement & Building Automation System;
- c. Elevator Modernization;
- d. Concrete Enclosure for Exterior Stairwell; and
- e. Security Cameras & Intercom System.

33. Through their reply submissions the Landlord described the residential complex as consisting of one high rise apartment building containing a total of 158 rental units, being constructed circa. 1963, making it more than 60 years old. The Landlord submits that they purchased the property in April 2021.

Capital Expenditure #1: Balcony Restoration

34. The Landlord submits that the balcony restoration work was required to restore the physical integrity of the property as well as for Tenant safety.

35. In support of their application, through their reply, the Landlord submits that they retained the services of Hayat Engineering to assess the condition of the balconies as indicated in the invoices from Hayat Engineering filed with their application. They submit that based on the recommendations of Hayat Engineering, Hayat Engineering prepared tender documents for the required work to be done.

36. The scope of the work for the balcony restoration, as set out in the CitRex and Hayat Engineering Inc. invoices, included the following:

Work from CitRex:

- a. Top surface concrete repairs;
- b. Soffit concrete repairs;
- c. Thru-slab concrete repairs;
- d. Full edge concrete repairs;
- e. Balcony shear walls and building main floor slabs concrete repairs;
- f. Balcony top surface scaling/shallow concrete repairs;
- g. Prepare balcony slabs top surface and paint all balcony slabs soffits after concrete repairs;
- h. Reinforcing steel to be added/replaced where directed by the engineer;
- i. Power washing existing paint from all exterior brick masonry walls;
- j. Replace damaged/cracked brick masonry units on the building elevations;
- k. Mobilization/demobilization;
- l. Change Order #1 - Concrete repair P3 emergency exit;
- m. Change Order #2 – Bricks installation in AC openings; and
- n. To build out new reinforced concrete slab to cover the elevator shaft after steel door removal, remove and reinstall existing handrailing, and apply new waterproofing and approximately 4" upturn.

Work from Hayat Engineering Inc.:

- a. Prepare design and specifications for exterior walls and balcony slab repairs;
- b. Prepare City permit application and respond to City comments; and
- c. Construction Review – site reviews and instructions, contractors' documents and invoices.

37. Through their reply submissions, the Landlord submits that as included in the scope of work was the installation of approximately 2.5 tons of reinforcing steel, and 450 rebar dowels, the replacement of 3,500 damaged or cracked bricks as directed by the Landlord's engineer, including the removal of air conditioning openings and bricking them in to prevent water infiltration and cold air infiltration into the building. The Landlord submits that pedestrian traffic topping was installed to prevent slipping on the balconies and applying a sealing paint coating after the concrete restoration was completed to prevent water penetration and to extend the life of the balconies.

Does the work meet the s. 18(1), O. Reg. 516/06 “capital expenditure” definition?

38. The Tenant, L.D. Blake (609), submits that when the Landlord purchased the building in 2021, they came in like a “drunken bull in a China shop” and telling the

Tenants the building was in “rough shape” and that they had “higher standards” and plans and were “changing everything in site”. In support of their submission, they rely on their table on page 9 of their submissions (the “L.D. Blake Repeated Work Table”), showing that several renovations, some of which are not relevant to this proceeding as they are not claimed by the Landlord, have been repeated multiple times, which they submit supports that the work done had little or nothing to do with the condition of the building.

39. As a part of their submissions, I note that the Tenant also included a table (see pages 3-5 of the Tenant’s submission) setting out a timeline of work completed by previous Landlords (the “L.D. Blake Building Work Timeline”), some of which was subject to an above guideline increase application and order and others not.
40. I note that the L.D. Blake Building Work Timeline, notes that in 2000, 2010, and 2012 there was balcony work done at the residential complex which involved cutting back and reforming balcony slab edges, minor repairs to some balcony guards including priming and painting them, and replacement of balcony railings.
41. The Tenant, L.D. Blake (609), submits, with photographic evidence, that the brick work done on the sheer walls of the building, was to remove old and deteriorated air conditioner housings that were part of the original construction in the 1960s. They submit that the Tenants agreed it was a proper fix to an old problem. They submit that the only balcony that needed repair was Unit 801 which they submit had delaminated surface concrete due to an outdoor carpet, which would be an easy repair using simple hand tools but had been ignored in three previous balcony restoration projects. Lastly, they submit that the balcony restoration project was largely cosmetic with no structural value and that the Landlord has not met their burden of proof and the criteria set out under O. Reg. 516/06 and the Act and their claim should be denied.
42. Tenants, Vanessa Wallis & John Coates (820), submit that the balcony restoration work seemed to be done more for aesthetic purposes.
43. In reply, the Landlord agrees that some balcony repair work was done in 2000, 2010, and 2012. They submit that O. Reg. 516/06 provides that the expected useful life of concrete balconies is 10 years as set out in Table 2 to the Schedule: Useful Life of Work Done or Thing Purchased of O. Reg. 516/06, and as such it was not unusual for work to be required. They submit that the Tenant’s photographs show that no pedestrian traffic topping was previously applied to the balconies and that the balcony soffit (underside) were covered with an incorrect

product that was already showing deterioration and bubbling. They submit that the work was not cosmetic, but rather constituted structural repairs recommended and supervised by their Engineer.

44. There is undoubtedly a cosmetic value associated with some of this type of work. A wall that has been freshly painted looks better than a wall that was last painted 15 years ago. The issue however is whether the work is substantially cosmetic in nature or is designed to enhance the level of prestige or luxury, such that it is excluded from the definition of “capital expenditure” contained in subsection 18(1) of the Regulation. In other words, an expenditure for an extraordinary or significant renovation, repair, replacement or new addition, the expected benefit of which extends for at least five years is not excluded from the definition of capital expenditure simply because it also improves the appearance of the residential complex.
45. The onus of establishing whether the work meets the definition of capital expenditure and is eligible rests with the applicant, in this case the Landlord. The standard of proof on an application before the Board is on a balance of probabilities.
46. While work may have been done on the balconies in the past, as agreed by both the Tenant, L.D. Blake (609), and the Landlord, it was done approximately a decade ago, such that at the time the work claimed in this application was done, the prior work to the concrete balcony slabs would be at the end of its useful life as set out in Table 2 – Concrete, under the Schedule: Useful Life of Work Done or Thing Purchased, O. Reg. 516/06. It is also apparent from the L.D. Blake Building Work Timeline, that the work completed in 2010 involved cutting back and reforming the slab edges and minor repairs to the balcony guards. Similar work was done in 2012 but also involved replacing balcony railings according to the L.D. Blake Building Work Timeline. There is no mention in the L.D. Blake Building Work Timeline of balcony soffit, top surface, and thru slab repairs done at that time. Even if there were some overlaps in the work performed previously and the work claimed in this application, I am satisfied that the work completed in those previous years being 2010 and 2012 would be at the end of its useful life.
47. I am satisfied that the balcony restoration work completed at the residential complex was significant and much more than purely cosmetic as the previous work done to the balconies was done approximately ten years prior and did not include the work claimed in this application. As such, I am satisfied that the balcony restoration work meets the definition of a “capital expenditure” as set out in s. 18(1) of O. Reg. 516/06 as the work was a significant repair, the expected

benefit of which extends for at least five years.

Eligibility - Was the work necessary?

48. The Landlord submits that the balcony restoration is “eligible” under s. 126(7)(a) of the Act as it is necessary to protect or restore the physical integrity of the residential complex or part of it.
49. The Tenant, L.D. Blake (609), submits that there were “constant renovations” from different landlords as ownership changed for the residential complex since 2007. The Tenant argues, based on their submission, that work claimed was not necessary, given the previous work done on the building and its improved condition when the Landlord purchased the building.
50. The Tenant, L.D. Blake (609), submits that the only evidence submitted by the Landlord is through their application and supporting documents, being their statement that the repairs were required to restore the physical integrity of the property as well as to promote resident safety and their contract showing the intention to do major renovations. They submit that the balconies had been recast on three previous occasions, being 2000, 2010, and 2012. In support of their submission, the Tenant included in Tab 1 of their submissions, 130 photographs which they submit, show the balconies as they were a short time before the start of the work claimed in this application. They submit that the pictures show that the balconies were in good condition, being used and enjoyed by the Tenants, and there was no evidence of deterioration, wear, or damage.
51. In reply, the Landlord submits that all coatings and finishes that were applied were recommended by their engineer and promote long term structural integrity of the concrete and masonry by properly sealing the same and preventing water penetration which leads to concrete deterioration. They submit that the Tenant submissions do not provide any evidence from a qualified engineer or other professional which would support that the work was not required.
52. I note the Landlord’s submissions about the improper coating on the balcony soffits, showing bubbling which I can see on several units in the Tenant’s submitted photographs, especially notable for Units 910 and 916. I also see from the photographs that on the slab surface of many of the balconies there does not appear to be any “pedestrian traffic topping” or a coating to protect the concrete from deterioration from water damage, corrosion, and weather effects. Where there does appear to be some kind of coating on the surface, as can be seen in the Tenant’s photographs of Units 212, 512, 520, 615, 717, 718, it appears to

have mostly chipped away. I am satisfied that the Landlord consulted with an engineer, Hayat Engineering Inc., about the condition of the balcony slabs and masonry and the repairs and sealing work needed to protect against long term deterioration due to water penetration.

53. As such, I am satisfied that the balcony restoration work is eligible under s. 126(7)(a) of the Act as it is necessary to protect or restore the physical integrity of the residential complex or part of it.

54. The application reflects that the Landlord did not receive any rebates or government grants for this capital expenditure.

55. Therefore, the cost of this capital expenditure is \$1,267,129.16.

56. The useful life of this capital expenditure is 15 years.

Capital Expenditure #2: Boiler Replacement & Building Automation System

57. The Landlord submits that the heating and domestic hot water boiler replacement was required as the unit was at the end of its useful life. They submit that the building automation system was installed to promote energy efficiency.

58. The scope of the work for the boiler replacement and building automation system involved the following:

- a. Re-routing piping;
- b. Removal of old boiler room tank and related removal items including cleaning the boiler room floor;
- c. Replacement of heating and domestic boilers; and
- d. Installation of a new building automation system.

59. The Landlord submits that the boiler replacement and building automation system is “eligible” under s. 126(7)(c) of the Act as it is necessary to maintain the provision of a heating system, and under s. 126(7)(e) of the Act because it promotes energy conservation.

60. The Tenant, L.D. Blake (609), submits that “the project was conducted in secrecy and the respondents learned of it for the first time in the applicant’s L5 application.” They submit that no additional evidence was provided by the Landlord showing the execution or completion of the work claimed for this capital expenditure. They submit that Tenants are prevented from offering “rebuttal evidence or testimony on this project” because the boiler systems for the building

are secured behind an explosion rated door. They submit that the previous boiler system was claimed under SOL-67472 with a completion date of November 14th, 2014 and a lifetime of 15 years and that it was only halfway through its 15-year useful life when it was replaced. They further submit that it is unlikely that a maintained system would fall into such disrepair in such a short time.

61. Further, the Tenant submits that they “assert their right to participate fully in this part of the proceeding has been withheld by the applicant”. Lastly, they submit that the Landlord’s claim for this capital expenditure should be denied because they failed to show credible evidence showing the need for the work, and the “execution and completion” of the project.

62. In reply, the Landlord submits that they cannot comment on the boilers that were previously replaced in the building or what exactly may have been replaced in 2014. They submit that although gas fired boilers may have an expected useful life of 15 years as set out in Table 13, O. Reg. 516/06, it is their experience that often boilers may need more frequent replacement. They submit that there are several factors affecting the life of a boiler including the type of boiler installed, the hardness of the water.

63. In support of their application, the Landlord relies on a letter from Sure-Fix Service Group Inc., dated February 2, 2023 (the “Sure-Fix Letter”). In reply, they submit that the Sure-Fix Letter noted that both the heating and hot water boilers for the building could no longer safely operate and gas compliance notice tags were issued, noting various failures requiring replacement of the boilers. They note that this was a mid-winter emergency replacement as this type of work is normally done in the summer months when heating is not required. They submit that the new boilers are more energy efficient (98% efficiency versus 80% efficiency of the old boilers) and were required to ensure the proper and reliable provision of heat and hot water to the building.

64. I note the following statement from the Sure-Fix Letter:

“After many attempts to keep the boiler system running, both heating and domestic hot water, we are at a point where it is no longer safe to operate the boilers as they are. Many attempts were made to repair boilers, pumps and venting to keep this antiquated system operational as long as possible, but due to recent boiler failures, replacement is mandatory. Gas compliance notice tags have been issued against this system that require the venting to be completely replaced. [...]. The boiler is now leaking flue gas through the seams of the boiler that is not repairable. A full system

replacement is necessary for both safety and necessity of heat and hot water for your tenants.”

65. Through their reply submissions, the Landlord relies on the letter from PID Controls dated April 9, 2025 and signed by Adam Zebrowski, Director of Applied Research for PID Controls Inc. (the “PID Controls Letter”) included at page 58 of the document containing their evidence, which they submit notes that the building automation system can monitor the operation of the boilers, to identify problems with the system, increase equipment efficiency, promote energy conservation, and to provide sustainable building management.
66. The Tenant does not need to have access to the boilers to confirm the work claimed in this application. It makes sense that the boilers are behind secured doors, likely for several reasons including to protect Tenants in the event of any safety issues related to the boilers and to prevent tampering and damages to the boilers. The invoices included in support of their application show that the work was completed over the course of months beginning in the early months of 2023. The Landlord set out the date of completion of the work on their Capital Expenditures Additional Details page as a part of their application as being July 31, 2023. I note that Sure-Fix invoice #362896 notes June 22, 2023 as the “date of substantial completion” of the boiler replacement work. I note that the Yardi Systems Inc. Purchase Order 323902, page 57 of the Landlord’s application and supporting documents, notes that the “Sched. Deliv” and “Required By Date” as February 28, 2023 for the installation of the new building automation system. I am satisfied that the Landlord has established that they completed this work within the 18-month window for completion as set out under s. 26(2), O. Reg. 516/06.
67. The allegation of the Tenant, L.D. Blake (609), that the Landlord has withheld their right to participate fully in the proceeding is not supported by any evidence.
68. I find the Sure-Fix Letter both credible and compelling in supporting that the boiler replacement work was “necessary for both safety and necessity of heat and hot water” for the Tenants in the building. Likewise, the PID Controls Letter supports a finding that the building automation system installed promotes energy conservation.
69. As such, I am satisfied that the boiler replacement and building automation system work completed at the rental complex was significant and meets the definition of a “capital expenditure” as set out in s. 18(1) of O. Reg. 516/06 as the work was a significant replacement, the expected benefit of which extends for at

least five years. Further, I am satisfied that capital expenditure work is eligible under s. 126(7)(c) of the Act as it is necessary to maintain the provision of a heating system, and under s. 126(7)(e) of the Act because it promotes energy conservation.

70. The application reflects that the Landlord did not receive any rebates or government grants for this capital expenditure.

71. Therefore, the cost of this capital expenditure is \$462,334.98.

72. The useful life of this capital expenditure is 20 years.

Capital Expenditure #3: Elevator Modernization

73. The Landlord submits that the elevator modernization was needed to ensure reliability and safety of the building occupants.

74. In support of their application, the Landlord relies on the Rooney, Irving & Associates "Elevator Condition Assessment" for the residential complex, dated April 2021 (the "Rooney Irving Elevator Condition Assessment"), which sets out their recommendation on page 61 of the Landlord's document containing their evidence, as follows:

"Now at an age of over 50 years since its installation, the equipment has surpassed its engineered life expectancy. Modernization is required in the short term; the existing controllers, motor drives, and machines require replacement. A modernization typically also involves the replacement of all operating buttons and fixtures, as well as replacement of all wiring. This upgrading cost for the existing elevator system includes all feasible associated work to ensure the elevators comply with the latest edition of the CSA Safety Code for Elevators."

75. The scope of the work for the elevator modernization involved the following:

- a. Drawings;
- b. Demolition and removal of elevator lift located into the boiler room, removal of steel gates leading down elevator shaft, cleaning of concrete and debris, including disposal;
- c. TSSA Inspection – Unit passed; and
- d. Required and made functional firemans systems in elevator controllers.

76. The Landlord submits that the elevator modernization is "eligible" under s. 126(7)(c) of the Act as it is necessary to maintain the provision of a mechanical

system, and under s. 126(7)(f) of the Act as it maintains or improves security of the residential complex or part of it.

77. The Tenant, L.D. Blake (609), submits that they do not dispute the proposal for the elevator modernization set out in Tab 3 of the Landlord's evidence and the supporting documents showing the completion of the work. They submit that they agree that given the 50-year age of this elevator equipment, the modernization was appropriate.

78. I am satisfied that the elevator modernization completed at the rental complex was significant and meets the definition of a "capital expenditure" as set out in s. 18(1) of O. Reg. 516/06 as the work was a significant replacement, the expected benefit of which extends for at least five years. While I agree that the elevator modernization improves the safety of the system for the building residents, I am not satisfied that the modernization of the elevator is eligible s. 126(7)(f) of the Act as maintaining or improving the security of the residential complex or part of it. Nevertheless, I am satisfied that capital expenditure work is eligible under s. 126(7)(c) of the Act as it is necessary to maintain the provision of a mechanical system.

79. The application reflects that the Landlord did not receive any rebates or government grants for this capital expenditure.

Costs Claimed – Maintenance Contracts

80. The Tenant, L.D. Blake (609), relies on the below statement from the Rooney Irving Elevator Condition assessment to request an adjustment in the overall cost claimed to remove the cost of any components covered by maintenance contracts. They submit that the Landlord's supporting documents show that the elevators are maintained by Thyssen Krupp. The Rooney Irving Elevator Condition Assessment provides the following on page 1:

"Almost all the major components of the existing elevator system should be covered under the terms of a full maintenance program. On the assumption that there is such an agreement in place, there should be no major capital expenses to replace or repair these components within the expected life of the system."

81. In reply, the Landlord submits that only the required components were replaced and that any required work to be done to the elevator equipment was done by the maintenance contractor prior to the commencement of the elevator modernization project. Therefore, they submit, there are no amounts to be set off

for the components installed in the old elevator equipment, and further, the old parts would not be compatible with the new system.

82. I have reviewed the invoices and the amounts included in the Contract value noted in both the invoices and set out in the CCDC2 Stipulated Price Contract for the Elevator Modernization included at page 72 of the document containing the Landlord's evidence and I am satisfied that there are no additional maintenance costs associated with elevator components covered by maintenance contracts which have been claimed in this application.

83. Therefore, the cost of this capital expenditure is \$372,250.25.

84. The useful life of this capital expenditure is 15 years.

Capital Expenditure #4: Concrete Enclosure for External Stairwell

85. The Landlord submits that the concrete enclosure for the external stairwell was necessary to protect and restore the physical integrity of the building.

86. The scope of the work for the concrete enclosure for the external stairwell included the following:

- a. Stairwell enclosure design; and
- b. Building new concrete block enclosure for the exterior stairwell.

Eligibility – Was the work necessary?

87. The Landlord submits that the concrete enclosure for the external stairwell is "eligible" under s. 126(7)(a) of the Act as it is necessary to protect or restore the physical integrity of the residential complex or part of it.

88. The Tenant, L.D. Blake (609), submits that the Landlord has provided no evidence of the need for or the benefit provided by the concrete enclosure. The Tenant submitted before and after pictures and an overhead picture of the building showing the location of the enclosure in support of their submissions. The Tenant submits that before "this abomination was built, the rear lobby entrance was an open, well lit, safe passageway for building residents". The Tenant submits that the enclosure is a free-standing structure that lends no structural support to the building and does not contribute to the structural integrity of the residential complex. As such, the Tenant submits that the stairwell

enclosure does not protect and restore the physical integrity of the building and should be denied.

89. Tenants, Vanessa Wallis & John Coates (820), submit that this work was optional since the entrance is inaccessible from the outside with the Tenant's key fobs and further provides no upgrade or improvement to the Tenants.
90. In reply, the Landlord disputes the Tenant's submission that the work was not necessary and that it results in an unsafe situation. They submit that the enclosure was recommended and designed by their engineer, Hayat Engineering. The Landlord submits that this was required to preserve the structural integrity of the building to prevent ice, snow and rain from entering the stairs down to the 3-storey underground parking garage. They submit that there was an old garbage elevator shaft that was leaking into the building causing structural damage to the stairwell leading down to the parking garage. They submit that the work was deemed necessary by their engineer.
91. I am satisfied that the concrete enclosure for the external stairwell completed at the rental complex was significant and meets the definition of a "capital expenditure" as set out in s. 18(1) of O. Reg. 516/06 as the work was a significant replacement, the expected benefit of which extends for at least five years.
92. I am satisfied that the enclosure built over the stairwell is connected to the residential complex because the stairwell leads directly to the 3-storey underground parking garage for the residential complex. Even if the stairwell under the enclosure is only accessible from the inside of the parking garage, I am satisfied that the enclosure contributes to prevention of the accumulation of snow, ice, and rain into the stairwell, which could lead to structural integrity issues for the parking structure due to pooling of water, concrete corrosion, etc. I am satisfied that the Landlord relied on the expertise of their engineer and followed their recommendation to install the concrete enclosure for the external stairwell. As such, I am satisfied that capital expenditure work is eligible under s. 126(7)(a) of the Act as it is necessary to protect or restore the physical integrity of the residential complex or part of it.
93. The application reflects that the Landlord did not receive any rebates or government grants for this capital expenditure.
94. Therefore, the cost of this capital expenditure is \$112,152.50.

95. The useful life of this capital expenditure is 25 years.

Capital Expenditure #5: Security Cameras & Intercom System

96. The Landlord submits that the security cameras and intercom system were replaced to improve the security of the residential complex.

97. The scope of the work for the security cameras and intercom system work included following:

- a. Installation of a new IP based camera system;
- b. Installation of new cabling for the camera system;
- c. 6TB Hard drive surveillance;
- d. Installation of the required hardware;
- e. 11 camera addition - 3 elevator lobby cameras located on floors 3, 6, and 8, and 8 other cameras in these areas (including stairs to parking, outdoor and indoor parking areas);
- f. 1 Valet entry console intercom system;
- g. Fob Reader & Strike integration; and
- h. Kantech KT400 Door Access Controller with Power Supply as well as a Kantech-IoProx Long Range Reader, EMT conduits, and cables.

Eligibility – was the work necessary?

98. The Landlord submits that the security cameras and intercom system is “eligible” under s. 126(7)(f) of the Act as it maintains or improves security of the residential complex or part of it.

99. The Tenant, L.D. Blake (609), submits that the only reason given for the need for this capital expenditure is that one of the staff was assaulted by a tenant. They submit that cameras are not security devices but rather are surveillance devices. In support of their submission, they note that security cameras failed to stop an assault on one of the Landlord’s employees and that no matter how many cameras are present, the complex is no safer or more secure than it would be without them. They submit that the only improvement is the ability to identify the culprits after an incident occurs.

100. The Tenant, L.D. Blake (609), also submits that the previous intercom was installed in 2015 and that the Landlord created a crisis in the building to justify the installation of a new, fancier Intercom System. In summary, the Tenant submits, including the notice from the Landlord on page 164 of their submissions, that the Landlord told the Tenants they needed to update their lobby intercom information by January 25, 2022 or they would not be able to access the new

lobby intercom and that three days later, there was an “Out of Order” notice on the intercom system (see photograph on page 166 and 167 of the Tenant’s submission). The Tenant submits, with photographic evidence, that they contacted the regional property manager, Oliver Filip, and was told the intercom failed and specialized technicians needed to be called, but that the next day the system was working as normal. The Tenant submits that after calling Bell Canada, they were told that the Landlord disconnected the line and that after their complaint to Bylaw Enforcement, the Landlord reconnected the intercom until the new system was installed in May. Lastly, they submit that the likely reason, given that there is no Superintendent employed for the building, that the Landlord installed the equipment claimed under this expenditure is to monitor and track activity in the building.

101. The Tenant submits that the intercom system is inherently less secure since the lobby door can be unlocked by anyone from anywhere at any time using the provided smartphone application. They submit that the Landlord “behaved disingenuously in attempting to justify replacing it via a manufactured failure”.

102. In reply, the Landlord relies on the letter from their (interRent) Chief Information Officer, Will Chan, dated April 10, 2025, in the document containing their evidence package (the “interRent Chief Information Officer Letter” in support of this claimed capital expenditure. The interRent Chief Information Officer Letter provides that the intercom for the residential complex was replaced in 2023 because the intercom system was “a largely obsolete phone line intercom, which did not have IP capabilities and the ability to manage it in a secure and efficient manner. The new system allows us to restrict access to the building remotely enhancing the security and safety of our residents.” The interRent Chief Information Officer Letter also notes that the security cameras were replaced in 2022 to increase security for the residents and their belongings since prior to the installation the cameras were failing and no longer functioning. The letter provides that additional digital cameras were also installed and allow the Landlord to access any needed video footage. They submit it was particularly important since one of their staff was physically assaulted by a resident and they were able to retrieve the required footage for the police and were able to evict the resident in question.

103. The Landlord also submits that the new security cameras act as a deterrent to potential vandalism and other inappropriate or illegal behaviour which interferes with the Tenant’s quiet enjoyment of their units. They submit that the camera footage is not used to monitor people but is only accessed when an incident occurs. Lastly, they submit that the new intercom system is integrated with

electronic locks/ access control allowing control over access to various parts of the building.

104. I am satisfied that the security cameras and intercom system work completed at the rental complex was significant and meets the definition of a “capital expenditure” as set out in s. 18(1) of O. Reg. 516/06 as the work was a significant replacement, the expected benefit of which extends for at least five years.

105. I do not believe that the security cameras installed at the residential complex are used as a means of surveillance on residents in the manner alluded to by the Tenant. A significant number of residential buildings have security cameras as a means of deterrence against crimes such as those described by the Landlord, being vandalism, assault or other crime on a person(s). I am also satisfied that the updated intercom system enhances safety and security with updated IP capabilities, allowing the Landlord to restrict access to the building remotely. As such, I am satisfied that capital expenditure work is eligible under s. 126(7)(f) of the Act as it maintains or improves security of the residential complex or part of it.

106. The application reflects that the Landlord did not receive any rebates or government grants for this capital expenditure.

107. Therefore, the cost of this capital expenditure is \$78,606.77.

108. The useful life of this capital expenditure is 15 years.

109. The weighted useful life for the capital expenditures is as specified on Schedule 3.

Written Submissions

Landlord May Apply for an Above Guideline Rent Increase

110. The Tenants, through their submissions, commented that the Landlord’s actions are “not the actions of a reasonable litigant who is seeking a fair resolution to his application. They are far more akin to someone who feels entitled to be dishonest in the attempt to drive up his tenant’s rents.”

111. In reply, the Landlord submits that they take exception to the Tenant’s submission that the Landlord “feels entitled to be dishonest in the attempt to drive

up his tenant's rents", and that this is a transparent process in which all parties can fully participate.

112. Tenants, Vanessa Wallis & John Coates (820), submit that the claimed Capital Expenditures #1: Boiler Replacement and Building Automation System and Capital Expenditure #3: Elevator Modernization were foreseeable work that the Landlord would have known about when the building was inspected, and that they should have budgeted for these costs. They also submit that the Landlord ought to have consulted with Tenants prior to the work done on the balcony restoration, concrete stairwell enclosure, and security cameras and intercom system if they were going to seek an above guideline request. The Tenants further submit that the Landlord can spread the expenses over multiple years as tax deductions to reduce their tax liability to better position themselves for such replacements and that tax burdens and liabilities are not accounted for.
113. Tenants, Vanessa Wallis & John Coates (820), submit that it's the Landlord's responsibility to ensure cost reduction before passing costs onto Tenants. They submit that since the supporting documents provided by the Landlord do not disclose that they received any federal, provincial, or municipal grants, that it "could be a sign that they are trying to "double dip" on reclaiming a portion" of the cost of claimed expenditures.
114. The Act does not require a landlord to budget for capital expenditures such that they would be prevented or limited in their ability to apply for an above guideline rent increase because of costs incurred due to capital expenditures. The Landlord's tax burdens and benefits are also not relevant to an application for an above guideline rent increase. The Act does not require a Landlord to consult with Tenants before undertaking capital work, the costs of which are claimed under an above guideline increase application.
115. Although the Tenants may feel it is unjust, the Board is a creature of statute charged with applying the law as written. Section 126 of the *Act* specifically provides that a Landlord may apply for an AGI for eligible capital expenditures incurred respecting the residential complex or rental units. The allegation that the Landlord is acting dishonestly is not supported by any evidence before me. Likewise, allegations that the Landlord *could be* trying to "double dip", without any evidence to support such claims, are speculative.
116. The Board cannot stop the Landlord from exercising its right to apply for an above guideline rent increase.

Prior Above Guideline Increase Applications

117. The Tenant submits that the residential complex has been the subject of several above guideline increase applications from previous landlords, three of which the Tenant submits, long term affected Tenants are still paying on.
118. For the benefit of the parties and for the sake of clarity, pursuant to s. 32(1), O. Reg. 516/06, if the Board orders a rent increase under s. 126(10) of the Act, that rent increase may only be taken within 12 months of the first intended rent increase referred to in the application for a rental unit in the residential complex. Given that the Landlord would have already taken the increase for the most recent prior Orders, being SOL-67472-16 issued in July 2018 and SOL-80883-17 issued in December 2018, any increase granted under this application will not be impacted by those prior ordered increases. The Landlord is not prevented from applying for an above guideline increase simply because they, or a previous Landlord, previously pursued and was granted one or more above guideline increases for the residential complex.

Negotiations Between Landlord and Tenant

119. The Tenant, L.D. Blake (609), submits that they may agree to a fair price for the cost of removing the air conditioner housings which was included in the work claimed under Capital Expenditure #1: Balcony Restoration.
120. The parties were not prevented from negotiating and settling this matter up to the conclusion of the Case Management Hearing. Since they were not able to do so, this matter is proceeding by way of this Written Merits Hearing. As such, I will not be considering any submissions relating to attempts to negotiate through this Written Merits Hearing in which the Landlord's application will be considered and a decision rendered in accordance with the rules set out under the Act.

Out of Scope Submissions

121. The Tenant, L.D. Blake (609), submits that the new concrete enclosure for the exterior stairwell has created several issues. From their submission, I presume they are arguing that these issues should weigh in favour of denying the costs claimed under Capital Expenditure #4: Concrete Enclosure for External Stairwell. The issues they raised include the following:
- a. The rear lobby entrance is now almost blocked by the enclosure;
 - b. There is barely enough room for the rear lobby door to swing open;

- c. The overhead light on the bottom of the balcony above is blocked causing the entire area to be very dark at night;
- d. It is now very difficult to move larger objects such as couches in or out through that door;
- e. The new enclosure raises security issues in that it creates several spots where someone can hide without being noticed, to attack a resident or bolt into the building, through the open door; and
- f. Safety of the stairwell is not increased because the entrance is still fully open.

122. The Tenant further submits that this enclosure “is such a bad idea that we request that it should be removed and the rear lobby entrance should be restored to it’s previous state”.

123. In reply, the Landlord submits that there is a security camera on the exterior of the enclosure as shown the photograph E03 of the Tenants evidence and further that the enclosure makes the stairs much safer as it prevents the accumulation of water, snow, and ice on the stairs.

124. The Tenant also made submissions about issues they have identified under Capital Expenditure #5: Security Cameras and Intercom System, which I presume they are arguing should weigh in favour of denying the costs claimed under that expenditure which are as follows:

- a. IOT cameras pose a threat to Tenant Privacy in that their movements in and around the building are increasingly tracked and recorded.

125. While I can understand why these issues are of importance to the Tenants, these issues are not issues which I am permitted to consider on an application for an above guideline rent increase due to capital expenditures.

Maintenance

126. The Tenant, L.D. Blake (609), made submissions about maintenance issues with the new intercom system which was installed. From their submission, I presume they are arguing that Capital Expenditure #5: Security Cameras and Intercom System should be denied. The maintenance issues they raise are as follows:

- a. Poor sound quality when speaking with someone in the lobby and most times people need to repeat themselves multiple times to be understood; and

- b. Some tenants have been locked out of the system's code entry function and left with no means to open the door for a visitor. Multiple maintenance requests have been filed for this problem.

127. Tenants, Vanessa Wallis & John Coates (820), submit, with photographic evidence, that the new coating on the balcony surface, which used to be smooth cement, is textured making it impossible to clean pigeon feces on the balcony creating health and sanitary issues for Tenants. They submit, with photographic evidence, that there is sand blasting damage on the balcony's glass panels, obstructing the view and compromising the security of the glass.

128. Subsection 126(12) of the *Act* refers to serious, ongoing breaches of the Landlord's maintenance obligations. I am not satisfied that maintenance issue raised by the Tenants, even if they remain outstanding, would rise to the level of a serious breach of the Landlord's maintenance obligation. A disrepair problem that is not "serious" as that term is used under the *Act* is not relevant to these proceedings. However, the Tenant(s) is entitled to file their own applications at the Board in respect of these issues.

General

129. On the Certificate of Service filed by the Landlord on March 13, 2025, one of the residents of Unit 316 (Charmaine Wright) is listed as an "Occupant", not as a "Tenant". The Occupant is not an affected party, and therefore their name has been removed from the application.


130. The first effective date of the rent increase above the guideline is January 1, 2024.

It is ordered that:

1. The Landlord may increase the rents charged by the percentage increases and within the time periods set out in Schedule 3.
2. The percentage increase set out in Schedule 3 may be taken in addition to the annual guideline in effect on the increase date for the unit.
3. The Landlord shall pay to the Tenants any sum of money that is owed as a result of this order within 30 days of the date of this order.

4. The Tenants shall pay any amount owing to the Landlord as a result of this order in 4 monthly installments beginning 30 days from the issuance date of this Order.

August 19, 2025
Date Issued



Luciella Longo
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.

Important Notes:

1. The landlord may increase the rent charged by the ordered increase within the time period specified if at least 12 months have passed since the last rent increase or since the tenant moved in, and if the landlord has given the tenant at least 90 days proper Notice of Rent Increase. Any part of the ordered increase that is not taken within the time period specified cannot be added to subsequent rent increases in subsequent time periods.
2. If the landlord has given a Notice of Rent Increase for a rent increase that is less than the ordered increase, the landlord may only take the rent increase set out in the Notice.
3. If the Tenant's rent is increased pursuant to the percentage increase ordered for capital expenditures and the same Tenant remains in the unit after the expiration of the weighted useful life for capital expenditures, then the rent will be reduced. Refer to Schedule 4 for information about the date and amount of the rent reduction.
4. The annual guideline for 2023 is 2.50%, for 2024 is 2.50%, and for 2025 is 2.50%. On or before August 31, 2025, the government will announce the guideline for 2026.

Schedule 1 - Units affected by this Order:

116	411	616
119	412	617
203	414	701
207	415	705
209	417	706
210	418	708
211	501	710
212	502	712
214	503	718
215	504	719
217	505	801
218	507	803
219	509	804
220	510	805
302	511	806
303	512	807
304	514	808
305	517	809
306	518	810
308	520	811
309	601	816
314	602	817
315	603	819
316	604	820
318	605	906
401	606	908
403	607	915
404	608	916
407	609	918
409	611	
410	612	

Schedule 2 - Tenants who are Affected by this Order:

Adderley, Aaron	Francis, Zavine Ashalee	Penner, Mary
Akinreti, Temitope	Galloway, Susan	Pettipas, Kathy Lynn
Al Hussein, Asia	Garibah, Poornimah	Primroy, Edwena
Appah, Chelsea	Green, Samantha	Ragoonath, Fatima
Aristi, Sandra	Green-McMullen, Emily	(Alyssa)
Aristi Cepeda, Sandra	Hadri, Faten	Reeves, Frederick
Maria	Haj ahmad, Imad	Remolina, Elizabeth
Assiniwe, Kristen	Haj Ahmad, Ziad	Torres
Assiniwe, Tiffany	Henry, Karlene	Roberge, Shawna
Badh, Simardeep	Hitchcox, Andrew	Rogers, Alyson
Beemer, Moia	Holliday, Andrew	Ryan, Sylvia
Blackburn, Melissa	Hoskins, Joey	Saliu, Myslim
Blake, L.D.	Hussein, Fitriya	Saliu, Myslim
Bradshaw, Todd	Ibrahim, Saleh	Sandhar, Kuldeep
Branston, Collin	Isho, Danielle	Sandhar, Priya
Brown, Megan	Isho, Wadie	Saunders, Joshua
Buchanan, Kariesha	Johnson, Lynda	Seward, Joseph
Bui, Kiem	Johnson, Vankeylin	Show Obiorah, Powel
Burrell, Juliet	Karlova, Anna	Shrum, Bryan
Carter, Gene	Kaur, Jasmine	Singh, Hardeep
Centurion Romero,	Kennedy, Linda	Singh, Navjot
Ruben Jesus	Kennedy, Robert	Solimon, Mandouh
Chakraborty, Arnab	Kirton, Kherian	Sorge, Tristan
Chordash, Teresa	Klassen, Marc	Specialny, Gerald
Coates, John	Laplante, Dion	Sutherland, Heather
Cole, Kevin	Learn, Allen	Tetu, Tina
Colli, Traci	Lee, Jonathan	Tritton, Belinda
Conte, Brian	Lemoine, Lucas	Tritton, Kathleen
Curtis, Maegan	Li, Li	Trottier, Daniel
Danakas, Chelsea	Mahmoud, Moayed	Van Geest, Isaac
Del Giacco, Tim	Malangis, Jocelyn	Vincent, Kyra
Dixon, Carl Blake	Mananquil, Daisy	Vrieswyk, Joel
Dixon, Juneil	Maza, Annagabriela	Wagner, Evelyn
Doyle, Jesse	McCourt, Kendra	Wallis, Vanessa
Doyle, Patricia	McNulty, Sean	Wang, Yadi
Dzuibanowski, Maurice	Milner, Gorman	Warrick, Vada
Edgley, Glenn	Mohadeseh,	Weaver, Andrea
Edwards, John	Mohadeseh	Wilson, Graham
Fashola, George	Nagel, Kristen	Xhemali, Bexhet
Fitzgibbon, Mary Jo	Ordina, Olga	Zakizadeh, Mohadeseh
Forbes, Matt	Pelletier, Kaitlin	

Schedule 3 - Ordered Rent Increase Above the Guideline
First Effective Date of Rent Increase in this Order is January 1, 2024

The Landlord may increase the rent charged for the units affected by this order by the total percentages set out below and within the time periods set out below. These percentage increases may be taken in addition to the annual guideline in effect on the increase date for the unit.

	For the Period of January 1, 2024 to December 31, 2024		For the Period of January 1, 2025 to December 31, 2025		For the Period of January 1, 2026 to December 31, 2026			
Rental Unit Address	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
116, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
119, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
203, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
207, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
209, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
210, 165 Ontario Street	3.00%	3.00%	0.47%	0.47%	0.00%	0.00%	18	3.47%
211, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
212, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
214, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
215, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
217, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
218, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
219, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
220, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
302, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
303, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
304, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
305, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
306, 165 Ontario Street	3.00%	3.00%	0.47%	0.47%	0.00%	0.00%	18	3.47%
308, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%

	For the Period of January 1, 2024 to December 31, 2024		For the Period of January 1, 2025 to December 31, 2025		For the Period of January 1, 2026 to December 31, 2026			
Rental Unit Address	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
309, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
314, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
315, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
316, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
318, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
401, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
403, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
404, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
407, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
409, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
410, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
411, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
412, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
414, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
415, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
417, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
418, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
501, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
502, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
503, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
504, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
505, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
507, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
509, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
510, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
511, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
512, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%

	For the Period of January 1, 2024 to December 31, 2024		For the Period of January 1, 2025 to December 31, 2025		For the Period of January 1, 2026 to December 31, 2026			
Rental Unit Address	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
514, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
517, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
518, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
520, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
601, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
602, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
603, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
604, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
605, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
606, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
607, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
608, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
609, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
611, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
612, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
616, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
617, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
701, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
705, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
706, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
708, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
710, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
712, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
718, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
719, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
801, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
803, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%

	For the Period of January 1, 2024 to December 31, 2024		For the Period of January 1, 2025 to December 31, 2025		For the Period of January 1, 2026 to December 31, 2026			
Rental Unit Address	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
804, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
805, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
806, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
807, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
808, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
809, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
810, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
811, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
816, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
817, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
819, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
820, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
906, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
908, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
915, 165 Ontario Street	3.00%	3.00%	0.47%	0.47%	0.00%	0.00%	18	3.47%
916, 165 Ontario Street	3.00%	3.00%	3.00%	3.00%	2.27%	2.27%	16	8.27%
918, 165 Ontario Street	3.00%	3.00%	0.47%	0.47%	0.00%	0.00%	18	3.47%

Schedule 4 - Rent Reduction related to Capital Expenditures

A. Date of Rent Reduction

If the Tenant's rent is increased based on capital expenditures during the period 2024 then:

The date of the rent reduction will be the day before:

- the date of the Tenant's first rent increase under this order, plus
- the number of years for the weighted useful life for capital expenditures for the unit (set out in Schedule 3).

Example:

If the Tenant's rent was increased on June 1, 2021 and the weighted useful life for capital expenditures is 10 years, then the rent will be reduced on May 31, 2031.

If the Tenant's rent was *not* increased based on capital expenditures during the period 2024 but was increased during the later periods set out in the order then:

The date of the rent reduction will be the day before:

- the First Effective Date of Rent Increase in this order, plus
- the number of years for the weighted useful life for capital expenditures for the unit (set out in Schedule 3).

Example:

If the first effective date of increase in this order is April 1, 2021 and the weighted useful life for capital expenditures is 10 years, then the rent will be reduced on March 31, 2031.

B. Amount of Rent Reduction

If the Tenant's rent is increased by the total percentage increase set out in this order then:

The rent must be reduced by the total percentage increase set out in this order for capital expenditures.

If the Tenant's rent is *not* increased by the total percentage increase set out in this order then:

The rent must be reduced by an amount determined in accordance with the prescribed rules which may be equal to or less than the total percentage increase set out in this order for capital expenditures.