



Order under Section 126 Residential Tenancies Act, 2006

File Number: LTB-L-011628-24

In the matter of: Unit 11, 1955 Victoria Park Avenue,
Scarborough, ON, M1R 0C9

Between: MOG Opus84 Corp. Landlord

And

Ruth Alphonso Tenant

MOG Opus84 Corp. (the 'Landlord') filed an L5 application 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.

The application was heard by videoconference on December 3, 2025, on VC line 157.

The following parties attended the hearing: The Landlord's Legal Representative at the hearing was Isabella Anjos. The Landlord's Agent at the hearing was Lena Rogol whom is the Property Manager. The Tenant attended.

At the Case Management hearing the parties agreed to the following:

1. The Landlord justified a rent increase above the guideline because of capital expenditures.
2. The maximum rent increase above the guideline because of capital expenditures is 0.92%. The Landlord's application is for the following capital expenditures:
 - a. Plumbing Service due to a clogged drain caused by the Tenant; and
 - b. Stove Replacement.
3. Where the Landlord's application requests an increase of 0.92%, the maximum increase above the guideline for **unit 11** shall remain at 0.92%. This increase is to be taken as follows: 0.92% in the first year.
4. The weighted useful life for the capital expenditures is 10 years.
5. The first effective date of the rent increase above the guideline is June 1, 2024.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order within 60 days of the date of this order.

On consent of the parties, it is ordered that:

1. The Landlord may increase the rent charged by 0.92% for the unit set out in the order.
2. The percentage increase set out in paragraph 1 is to be taken within the time period of June 1, 2024 to May 31, 2025.
3. The percentage increase set out in paragraph 1 may be taken in addition to the annual guideline in effect on the increase date for the unit.
4. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order within 60 days of the date of this order.

January 12, 2026
Date Issued

Chris Jackson
Hearing Officer, 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 1 for information about the date and amount of the rent reduction.
4. The annual guideline for 2024 is 2.50% and 2025 is 2.50%.

Schedule 1 - 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 the order).

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 the order).

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.