



Order under Section 126 Residential Tenancies Act, 2006

File Number: LTB-L-091168-23

In the matter of: 47 Deerfield Drive, Nepean, ON K2G 3R7

Between: Minto Properties Inc. Landlord

and

Refer to attached Schedule 2 Tenants

Minto Properties 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 took place by videoconference on December 10, 2025.

The following parties attended the hearing: Landlord's Agent Kira Simper, Landlord's representative David Lyman, Tenants Wilfred Warren, Anjali Gohel, Shannon Renaud, and Rafael Novoa-Fonseca.

The Certificate of Service filed by the Landlord on November 17, 2025, indicates that some rental units listed in the application were not served with the application and notice of hearing. The Board shall therefore amend the application by removing these rental units. As a result, this order for a rent increase above the guideline under section 126 of the Act does not apply to the following units: 0115, 0117, 0207, and 0213.

The Certificate of Service filed by the Landlord on November 17, 2025, indicates that some Tenants listed in the application were not served with the application and notice of hearing. The Board shall therefore amend the application by removing these Tenants. As a result, this order for a rent increase above the guideline under section 126 of the Act does not apply to the following Tenants: Pranav Pandey, Sushrut Sharma, Mohna Chaturvedi, Imran Mohammad, Afroz Bano, Shafia Bano, Luis Francisco Novoa-Fonseca, Laura Landinez Florez, Emily Matoush, Walter Duff, Mariama Diallo, Stom Stearns-Zuber, Toby Zuber, Aidan McCoy, Navjot Singh, Paras Khajwia, Tanvi Kondal, Sofiya Rajani, Spencer Thompson, Skye Renaud, Emmuelle Erny-Newton, Dikshaben Goswami, Ameema Injila, Sarah Rizqin, Ashley Gaudet, Lorraine Keller, John Van Geene, Ridhik Ravi, Blessen Kaduthodil, Akhil Kadalimattom, Thomas Grigory, Mehul Chavda, Deep Shah, Harshjeet Pasmarr, Siddhasth Tajlor, Tristan Harris, Heii Fortus-Adams, Marie Claire Bertrand, Abin Alexander, Nayana Jyothi, Karin Greer, Brijesh Gajera, Maria Peña Acosta, Samuel Kumar, Yasmin Kumar Velez and Parminder Singh.

This application is further amended by correcting the following names from Shihan Van Gee Van Geene to Shihan Van Geene and John Van Geene Van Geene to John Van Geene.

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

1. The maximum rent increase above the guideline because of capital expenditures is 3.50%. This increase is for the following capital expenditures:
 - a) Roof Replacement;
 - b) Electrical Room Repairs;
 - c) Fire Panel;
 - d) Domestic Hot Water Heat Exchanger;
 - e) Water Efficient Showerheads;
 - f) Backflow Preventer;
 - g) Sanitary Sewer Pipe Replacement;
 - h) Exterior Door Painting;
 - i) Retaining Wall Replacement; and
 - j) Asphalt Repairs.
2. Where the Landlord's application requests an increase of 3.75%, the maximum increase above the guideline for these units is 3.50%. This increase is to be taken as follows: 3.00% in the first year and 0.50% in the second year.
3. Where the Landlord's application requests an increase of 3.66%, the maximum increase above the guideline for these units is 3.42%. This increase is to be taken as follows: 3.00% in the first year and 0.42% in the second year.
4. Where the Landlord's application requests an increase of 3.45%, the maximum increase above the guideline for these units is 3.22%. This increase is to be taken as follows: 3.00% in the first year and 0.22% in the second year.
5. Where the Landlord's application requests an increase of 3.11%, the maximum increase above the guideline for these units is 2.90%. This increase is to be taken in the first year.
6. Where the Landlord's application requests an increase of 1.80%, the maximum increase above the guideline for these units is 1.68%. This increase is to be taken in the first year.
7. Where the Landlord's application requests an increase of 1.66%, the maximum increase above the guideline for these units is 1.55%. This increase is to be taken in the first year.
8. Where the Landlord's application requests an increase of 1.60%, the maximum increase above the guideline for these units is 1.49%. This increase is to be taken in the first year.
9. The weighted useful life for the capital expenditures is as specified on Schedule 3.
10. The first effective date of the rent increase above the guideline is February 1, 2024.

On consent of the parties, 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 or the Tenants shall pay to the other any sum of money that is owed as a result of this order within 120 days of the date of this order.

January 14, 2026
Date Issued

Isabelle Bouvier
Dispute Resolution 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 the Tenant 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 2024 and 2025 is 2.50% and for 2026 is 2.10%.

Schedule 1 - Units affected by this Order:

0101	0201
0102	0202
0103	0203
0104	0204
0105	0205
0106	0206
0107	0208
0108	0209
0110	0210
0111	0211
0112	0212
0113	0214
0114	0215
0116	0216
0118	0218
0119	0220
0120	

Schedule 2 - Tenants who are Affected by this Order:

Alenchery, Steev
Bacler, Eric
Bernal, Yerli Milena Velez
Bertrand, Stephane
Bhamra, Harshdeep Sing
Choi, Yoon
Diallo, Abdoulaye
Dorrance, Sean
Duff, Juwanna
Fenlong, Jordan
Gohel, Anjali
Hutton, Rebecca
James-Richardson, Barara
Kaur, Sukhmandeep
Kaur, Veerpal
Keller, Patrick
Kwon, Sungill
Lethbridge, Ella
Loveleen, Loveleen
Mohammed, Shadan
Newton, Matthew
Novoa-Fonseca, Rafel
O'Keefe, Sean
Patel, Dharmik
Patel, Krunalkumar
Perilla, Lesly
Perilla, Richard
Raju, Amith
Raveendran, Vishnu
Reji, Blesson
Renaud, Shannon
Richardson, Brent
Salem, Omar
Sebastian, Amal Joseph
Shah, Dhruvaben
Shah, Harshil
Shah, Presak
Sheldon, Ale
Stearns-Zuber, Ocen
Sunitha, Pranav Jayakum
Thompson, Michelle
Thompson, Sandra
Van Geene, Shihan
Vishal, Vishal
Wani, Kashif
Warren, Wilfred

Schedule 3 - Ordered Rent Increase Above the Guideline**First Effective Date of Rent Increase in this Order is February 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:	February 1, 2024 to January 31, 2025		February 1, 2025 to January 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)	Weighted Useful Life	Total % for Cap Exp
0101, 47 Deerfield Drive	3.00%	3.00%	0.50%	0.50%	17	3.50%
0102, 47 Deerfield Drive	1.49%	1.49%	0.00%	0.00%	15	1.49%
0103, 47 Deerfield Drive	3.00%	3.00%	0.50%	0.50%	17	3.50%
0104, 47 Deerfield Drive	3.00%	3.00%	0.22%	0.22%	17	3.22%
0105, 47 Deerfield Drive	3.00%	3.00%	0.50%	0.50%	17	3.50%
0106, 47 Deerfield Drive	3.00%	3.00%	0.42%	0.42%	17	3.42%
0107, 47 Deerfield Drive	1.55%	1.55%	0.00%	0.00%	15	1.55%
0108, 47 Deerfield Drive	3.00%	3.00%	0.42%	0.42%	17	3.42%
0110, 47 Deerfield Drive	1.49%	1.49%	0.00%	0.00%	15	1.49%
0111, 47 Deerfield Drive	3.00%	3.00%	0.50%	0.50%	17	3.50%
0112, 47 Deerfield Drive	3.00%	3.00%	0.50%	0.50%	17	3.50%
0113, 47 Deerfield Drive	3.00%	3.00%	0.50%	0.50%	17	3.50%
0114, 47 Deerfield Drive	3.00%	3.00%	0.50%	0.50%	17	3.50%
0116, 47 Deerfield Drive	3.00%	3.00%	0.50%	0.50%	17	3.50%
0118, 47 Deerfield Drive	1.49%	1.49%	0.00%	0.00%	15	1.49%
0119, 47 Deerfield Drive	3.00%	3.00%	0.50%	0.50%	17	3.50%
0120, 47 Deerfield Drive	3.00%	3.00%	0.50%	0.50%	17	3.50%
0201, 47 Deerfield Drive	3.00%	3.00%	0.50%	0.50%	17	3.50%
0202, 47 Deerfield Drive	3.00%	3.00%	0.50%	0.50%	17	3.50%
0203, 47 Deerfield Drive	3.00%	3.00%	0.22%	0.22%	17	3.22%
0204, 47 Deerfield Drive	3.00%	3.00%	0.50%	0.50%	17	3.50%
0205, 47 Deerfield Drive	3.00%	3.00%	0.50%	0.50%	17	3.50%
0206, 47 Deerfield Drive	3.00%	3.00%	0.50%	0.50%	17	3.50%
0208, 47 Deerfield Drive	2.90%	2.90%	0.00%	0.00%	17	2.90%
0209, 47 Deerfield Drive	3.00%	3.00%	0.50%	0.50%	17	3.50%
0210, 47 Deerfield Drive	3.00%	3.00%	0.50%	0.50%	17	3.50%
0211, 47 Deerfield Drive	3.00%	3.00%	0.50%	0.50%	17	3.50%
0212, 47 Deerfield Drive	1.49%	1.49%	0.00%	0.00%	15	1.49%
0214, 47 Deerfield Drive	3.00%	3.00%	0.50%	0.50%	17	3.50%
0215, 47 Deerfield Drive	3.00%	3.00%	0.22%	0.22%	17	3.22%
0216, 47 Deerfield Drive	3.00%	3.00%	0.50%	0.50%	17	3.50%
0218, 47 Deerfield Drive	1.68%	1.68%	0.00%	0.00%	15	1.68%
0220, 47 Deerfield Drive	1.49%	1.49%	0.00%	0.00%	15	1.49%

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 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 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.