



Order under Section 126 Residential Tenancies Act, 2006

File Number: LTB-L-081350-22

In the matter of: 21 & 31 Jean Avenue, Kitchener, ON, N2A 1P2

Between: Centurion Apartment Properties Landlord
(21 & 31 Jean Avenue) care of Centurion Property
Associates Inc.

and

Refer to attached Schedule 2 Tenants

CENTURION APARTMENT PROPERTIES (21 & 31 JEAN AVENUE) CARE OF CENTURION PROPERTY ASSOCIATES 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 in person at the Kitchener Public Library located at 85 Queen St. N. in Kitchener, on October 16, 2025.

The following parties attended the hearing on behalf of the Landlord: Heather Waese, Zina Radocaj, Najam Ali and Hogan Li.

The following Tenants attended the hearing: Patrick Yanchus.

The following interpreters were also in attendance from the Canadian Hearing Services, translating for the Tenant: Karen Panchaud, Denise Desroches, Beth Hutchison, Liisa Epstein.

The Certificate of Service filed by the Landlord on September 8, 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:

21 Jean Ave: 1, 2, 3, 4, 5, 7, 9, 11, 12, 13; and
31 Jean Ave: 2, 4, 5, 9, 11, 14 and 16.

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

1. The Landlord is removing the following capital expenditures:
 - a) Roof Repair;
 - b) Heat Exchanger Replacement; and
 - c) DHW Pump Motor Replacement.

2. The maximum rent increase above the guideline because of the remaining capital expenditures is 4.54%. This increase is for the following capital expenditures:
 - a. Window & Balcony Door Replacement;
 - b. Asphalt Replacement;
 - c. Ceramic Floor Tiles Replacement; and
 - d. Laundry Room Window Security Bars.
3. Where the Landlords' application requests an increase of 4.78%, the maximum increase above the guideline for these units is 4.54%. This increase is to be taken as follows: 3.00% in the first year and 1.54% in the second year.
4. Where the Landlords' application requests an increase of 4.31%, the maximum increase above the guideline for these units is 4.15%. This increase is to be taken as follows: 3.00% in the first year and 1.15% in the second year.
5. Where the Landlords' application requests an increase of 4.15%, the maximum increase above the guideline for these units is 4.13%. This increase is to be taken as follows: 3.00% in the first year and 1.13% in the second year.
6. The weighted useful life for the capital expenditures is as specified on Schedule 3.
7. The first effective date of the rent increase above the guideline is October 1, 2022.

On consent of the parties, it is ordered that:

1. The Landlords 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 Landlords or the Tenants 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 19, 2026

Date Issued

Felicia Puscalau

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 2022 is 1.20%, for 2023 is 2.50% and for 2024 is 2.50%.

Schedule 1 - Units affected by this Order:

21 Jean Avenue, Kitchener, Ontario, N2A 1P2

6
10
14
15
16

31 Jean Avenue, Kitchener, Ontario, N2A 1P2

1
3
6
7
8
10
12
13
15

Schedule 2 - Tenants who are Affected by this Order:

Abtan, Muayad
Angers, Rachel
Bennett, Donald
Fitzgerald, Justin
Gebreegziabher, Muna Gebreyessu
Panchal, Shrey
Pearson, Radcliffe
Small, Danielle
Smith, Trevor
Steffler, Craig
Thresholds Homes and Supports
Thresholds Homes and Supports
Whahedi, Nazifa
Yanchus, Patrick

Schedule 3 - Ordered Rent Increase Above the Guideline**First Effective Date of Rent Increase in this Order is October 1, 2022**

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:	October 1, 2022 to September 30, 2023		October 1, 2023 to September 30, 2024			
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
6, 21 Jean Avenue	3.00%	3.00%	1.54%	1.54%	17	4.54%
10, 21 Jean Avenue	3.00%	3.00%	1.54%	1.54%	17	4.54%
14, 21 Jean Avenue	3.00%	3.00%	1.54%	1.54%	17	4.54%
15, 21 Jean Avenue	3.00%	3.00%	1.54%	1.54%	17	4.54%
16, 21 Jean Avenue	3.00%	3.00%	1.54%	1.54%	17	4.54%
1, 31 Jean Avenue	3.00%	3.00%	1.54%	1.54%	17	4.54%
3, 31 Jean Avenue	3.00%	3.00%	1.13%	1.13%	17	4.13%
6, 31 Jean Avenue	3.00%	3.00%	1.15%	1.15%	17	4.15%
7, 31 Jean Avenue	3.00%	3.00%	1.54%	1.54%	17	4.54%
8, 31 Jean Avenue	3.00%	3.00%	1.54%	1.54%	17	4.54%
10, 31 Jean Avenue	3.00%	3.00%	1.54%	1.54%	17	4.54%
12, 31 Jean Avenue	3.00%	3.00%	1.54%	1.54%	17	4.54%
13, 31 Jean Avenue	3.00%	3.00%	1.54%	1.54%	17	4.54%
15, 31 Jean Avenue	3.00%	3.00%	1.54%	1.54%	17	4.54%

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 2022 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 2022 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.