Order under Section 126
Residential Tenancies Act, 2006

File Number: LTB-L-037624-24

In the matter of: 8 Mallory Gardens, Toronto, Ontario, M4V 2A8

Between: Firm Capital Realty Partnership Inc. — Landlord

And

Refer to attached Schedule 2 — Tenants

Firm Capital Realty Partnership 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.

This application was heard by videoconference on November 10, 2025.

A Case Management Hearing was held by videoconference on November 10, 2025. The Landlord's Legal Representative, Shelby Whittick and The Tenants from the following units were present.

Units: 00A,00C,01,05,06,07,08,33,35,37,38, 42,43,46, 47 (The Tenant from unit 41 was present and authorized her husband to represent, and The Tenant from unit 45 authorized his wife to represent). The Tenants from Units 23 and 25 were present, but the Landlord’s legal representative confirmed that they are exempted from this application.

The Tenants from the above-mentioned unit numbers confirmed that they were served in person, and I am satisfied as I have asked each Tenant prior to the start of CMH.

The following Tenants were not served, Units 00E, 02,04, 24,25, and 27.

The parties agreed on consent to remove UNDERGROUND PARKING LOT RESTORATION from the capital expenditure list.

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

1. The maximum rent increase above the guideline because of capital expenditures is 4.25%. This increase is for the following capital expenditures:

    a) Heating Boiler Replacement
    b) Water Boiler Replacement
    c) Boiler Tank Removal
    d) Hot Water Tank Replacement
    e) Chimney Replacement
    f) Entrance Walkways Replacement
    g) Radiator Replacement
    h) Storage Tank Pipe Replacement
    i) Waterproofing And Brick Work

2. Where the Landlord's application requests an increase of 4.31% the maximum increase above the guideline for these units is 4.25%. 3.00% to be taken in the first year, and 1.25% to be taken the second year.

3. Where the Landlord's application requests an increase of 1.15% the maximum increase above the guideline for these units is 1.15%. This increase is be taken in the first year.

4. The weighted useful life for the capital expenditures is in accordance with Schedule 3.

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 20, 2026
Date Issued

Maryam Cooper
Hearings 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.
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%, for 2025 is 2.50% and for 2026 is 2.10%.

Schedule 1 - Units affected by this Order:

8 Mallory Gardens, Toronto, Ontario, M4V 2A8

00A
00B
00C
00D
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Schedule 2 - Tenants who are Affected by this Order:

Bays, Rebecca
Berryhill, Ryan
Beth Ferguson, Mary
Bourgeois, Paul
Chami, Wail
Donnelly, Brent
E Gehrmann, Gerhard
Erio, Simon
Gehrmann, Irmgard
Grady, Edward
Hitchins, Shawn
Koulouris, Niki
Lavallee, Pierre
Liang Njo, Kong
McNaught, Shane
Min, Anna
Motychko, Brenna
Potapova, Elena
Reynolds, Nancy
Runge, Bryan
Russell, Catherine
Scrutton, Maggie
Snyder, Edna
Steen, Penny
Stepura, Valeriya
Tik Njo, Kong
Vansickle, Shelby
Wheler, Tom
Wilson, Jane
Woollcott, Victoria

Schedule 3 - Ordered Rent Increase Above the Guideline

First Effective Date of Rent Increase in this Order is August 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.

Rental Unit Address Name	Period of August 1, 2024 to July 31, 2025		Period of August 1, 2025 to July 31, 2026			
	% 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
00A, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
00B, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
00C, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
00D, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
01, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
03, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
05, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
06, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
07, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
08, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
21, 8 Mallory Gardens	0.00%	0.00%	0.00%	0.00%	0	0.00%
22, 8 Mallory Gardens	1.15%	1.15%	0.00%	0.00%	14	1.15%
26, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
28, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
31, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
32, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
33, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
34, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
35, 8 Mallory Gardens	0.00%	0.00%	0.00%	0.00%	0	0.00%
36, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
37, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
38, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
41, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
42, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
43, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
44, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
45, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
46, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%

Rental Unit Address Name	Period of August 1, 2024 to July 31, 2025		Period of August 1, 2025 to July 31, 2026			
	% 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
47, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%
48, 8 Mallory Gardens	3.00%	3.00%	1.25%	1.25%	15	4.25%

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.