



Order under Section 126 Residential Tenancies Act, 2006

File Number: LTB-L-063510-23

In the matter of: 25 Grand Avenue, London, Ontario, N6C 1L3

Between: Homestead Land Holdings Limited Landlord

and

Refer to attached Schedule 2 Tenants

Homestead Land Holdings Limited (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.

A Case Management Hearing took place by videoconference on September 10, 2025.

The following parties attended the Case Management Hearing for the Landlord: the Landlord's Legal Representative, Briar Hurst; and Matthew Parsons, Property Manager. Many Tenants also attended.

The Certificate of Service filed by the Landlord on July 30, 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: 207, 307, 308, 403, 409, 410, 411, 508, 509, 606, and 607.

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 **4.80%**. The Landlord's application is for the following capital expenditures:
 - a. Building Security (Keyless Entry System and Five New Cameras);
 - b. Replacement of All Fire Hoses;
 - c. Building Automation Control Network (BACnet) Installation;
 - d. Ladder and Cage Installation;
 - e. Corridor Repairs (Painting and New Carpet); and
 - f. Roof Replacement.

3. Where the Landlord's application requests an increase of 5.68%, the maximum increase above the guideline for all of these units is 4.80%. This increase is to be taken as follows: 3.00% in the first year, and 1.80% in the second year.
4. Where the Landlord's application requests an increase of 5.64%, the maximum increase above the guideline for all of these units is 4.77%. This increase is to be taken as follows: 3.00% in the first year, and 1.77% in the second year.
5. Where the Landlord's application requests an increase of 5.41%, the maximum increase above the guideline for all of these units is 4.57%. This increase is to be taken as follows: 3.00% in the first year, and 1.57% in the second year.
6. The weighted useful life for the capital expenditures is as noted in Schedule 3.
7. The first effective date of the rent increase above the guideline is December 1, 2023.
8. 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.

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.

February 4, 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 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%.

Schedule 1 - Units affected by this Order:

201	406
202	407
203	408
204	501
205	502
206	503
208	504
209	505
210	506
211	507
301	510
302	511
303	601
304	602
305	603
306	604
309	605
310	608
311	609
401	610
404	611
405	

Schedule 2 - Tenants who are Affected by this Order:

Atkinson, Lauri
Bailey, Peter
Baker, Bronwyn
Blamires, Sandra
Botting, Lyndon
Brown, Michael
Butler, Erica
Carr, Logan
Chaplow, Mark
Clements, Ryan
Croke, Joy
Decaluwe, Clark
Dixon, Damian
Doyle, Virginia
Draper, Heather
Duckstein, Stephanie
Foster, Sommer
Gledhill, Sarah
Hammond, Daniel
Handelman, Kye
Hardy, Sarah J
Johnson, Glenn
Jones, Naomi
Kniivila, Risto

Krukowski, Ed
Landry, Katie
Lindsay, Arlene
Marsh, Vicki
McCallum, Cheryl
McNaughton, Joan
McNeil, Stephanie
Page, Graham
Petch, Brenda
Piddington, Andrew
Puckett, Perry
Raven, Elisa
Reading, April
Rodgers, Shirley
Schalk, Debbra
Thomas, Dayton
Thomas, Roxanne
Vallancourt, Daniel
Weir, Dawn
Wells, Ann
White, Tracey
Wiedels, Betty
Wilbur, Mary
Yeadon, Clare

Schedule 3 - Ordered Rent Increase Above the Guideline**First Effective Date of Rent Increase in this Order is December 1, 2023**

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 December 1, 2023 to November 30, 2024		For the Period of December 1, 2024 to November 30, 2025			
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
201, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
202, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
203, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
204, 25 Grand Avenue	3.00%	3.00%	1.77%	1.77%	18	4.77%
205, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
206, 25 Grand Avenue	3.00%	3.00%	1.57%	1.57%	18	4.57%
208, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
209, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
210, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
211, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
301, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
302, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
303, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
304, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
305, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
306, 25 Grand Avenue	3.00%	3.00%	1.77%	1.77%	18	4.77%
309, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
310, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
311, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
401, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
404, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
405, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
406, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
407, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
408, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
501, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
502, 25 Grand Avenue	3.00%	3.00%	1.77%	1.77%	18	4.77%

	For the Period of December 1, 2023 to November 30, 2024		For the Period of December 1, 2024 to November 30, 2025			
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
503, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
504, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
505, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
506, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
507, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
510, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
511, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
601, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
602, 25 Grand Avenue	3.00%	3.00%	1.57%	1.57%	18	4.57%
603, 25 Grand Avenue	3.00%	3.00%	1.77%	1.77%	18	4.77%
604, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
605, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
608, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
609, 25 Grand Avenue	3.00%	3.00%	1.77%	1.77%	18	4.77%
610, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%
611, 25 Grand Avenue	3.00%	3.00%	1.80%	1.80%	18	4.80%

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 2023 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 2023 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.