



Order under Section 126 Residential Tenancies Act, 2006

File Number: LTB-L-022345-25

In the matter of: 39 Morgan Avenue, Toronto, Ontario, M8Y2Z9

Between: Alicia Stempien Landlord

And

Leanne Studley and Wayne Snow Tenants

Alicia Stempien (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 resolved by written hearing. The Board received submissions from Tenants: Leanne Studley and Wayne Snow. The Landlord provided a reply to the Tenant submissions.

Preliminary Matters:

Non-Parties and Unsworn Affidavits

Included in the submissions filed with the Board of Leanne Studley, was an unsworn affidavit of Paramvir Shergill, a Tenant residing at the residential complex. It is unclear from the unsworn affidavit, that it relates to this matter or some other matter which may be before the Board. I note the affidavit notes that Paramvir Shergill, the Tenant, is also the Commissioner for Taking Affidavits. For the sake of clarity, a commissioner cannot act as both the authorized official and the deponent.

Notwithstanding that this unsworn affidavit was included as an attachment to the Tenant, Leanne Studley's submissions, there is no reference to it in their submissions. Further, the Tenant, Paramvir Shergill, is not a party to this application and therefore has no standing to make submissions. As such, this unsworn affidavit will not be considered in the written hearing of this application.

It is determined that:

Municipal Taxes and Charges

1. The Landlord justified a rent increase above the guideline because of an extraordinary increase in the municipal taxes and charges.
2. The maximum rent increase above the guideline because of an extraordinary increase in the cost for municipal taxes and charges is 0.87%. This increase is to be taken in the first year.
3. The first effective date of the rent increase above the guideline is June 11, 2025.
4. The Board received a submission from Leanne Studley and Wayne Snow. In their submission, the tenants raise maintenance issues. This submission was taken into consideration to the extent we can under the legislation. The Landlord's reply was also taken into consideration.
5. I have accepted the Landlord's amended application filed with the Board on August 5, 2025.

The Landlord's Right to Apply

6. The Tenant, Leanne Studley, submits that the Landlord did not seek annual rent increases over years and that now the Landlord is seeking to increase the rent in order to "fix it."
7. There is nothing in the Act which bars a Landlord from seeking an above guideline rent increase because they have not sought to increase Tenants rent each year by the annual rent increase guideline.
8. Although the Tenants may feel it is unjust, the Board is a creature of statute charged with applying the law as written. Section 126 of the Act specifically provides that a Landlord may apply for an above guideline increase for an extraordinary increase in the cost for municipal taxes and charges for the residential complex or any building in which the rental units are located. The Board cannot stop the Landlord from exercising its right to apply for an above guideline rent increase.

Maintenance

9. The Tenant, Leanne Studley made submissions, including photographic evidence about maintenance at the issues at the residential complex arguing that some or all of the Landlord's application should be denied. They raise the following maintenance issues:
 - a. Pest infestation including cockroaches
 - b. Washer and dryer machines do not work well and lint exhaust is never cleaned.
 - c. Insufficient or no fire detectors and/or fire detectors which have not been checked after years, no servicing of hallway fire extinguisher.

- d. Lawn rarely gets cut by the Landlord.
 - e. No snow removal.
 - f. Hallway does not get cleaned and overall building maintenance is poor.
 - g. That the Landlord is slow to respond to issues raised by Tenants.
10. Subsection 126(12) of the Act refers to serious, ongoing breaches of the Landlord's maintenance obligations. I am not satisfied that maintenance issues raised by the Tenant, even if they remain outstanding, would rise to the level of a serious breach of the Landlord's maintenance obligation. A disrepair problem that is not "serious" as that term is used under the Act is not relevant to these proceedings. However, the Tenant(s) is entitled to file their own applications at the Board in respect of these issues.

Out of Scope Submissions

11. The Tenant, Leanne Studley made submissions about a number of issues which, while I understand are of importance to the Tenant, are not relevant and for which the Act does not permit me to consider in the hearing of this matter. These issues include:
- a. Hydro meters within the residential complex and costs incurred by the Tenants.
 - b. Increases in costs to use washer and dryer.

Financial Hardship

12. The Tenant, Leanne Studley, made submissions that they and Tenant Wayne Snow have been great Tenants and have never been late or missed rent. Leanne Studley submits that they are a single parent and that Wayne Snow is on a fixed income.
13. Although the Tenants may feel it is unjust, the Board is a creature of statute charged with applying the law as written. Section 126 of the Act specifically provides that a Landlord may apply for an AGI for eligible capital expenditures incurred respecting the residential complex or rental units. The Board cannot stop the Landlord from exercising its right to make application for an above guideline rent increase.
14. In respect to the Tenant's submission of financial hardship, the Act does not provide the Board with the authority to consider the financial impact on the tenants of an AGI when determining whether a landlord's AGI application should be granted or denied.
15. As always, if the Landlord is amenable to a longer repayment plan for those Tenants facing financial hardship that remains within the Landlord's discretion.

It is ordered that:

1. The Landlord may increase the rents charged by 0.87% for the units set out in Schedule 1.
2. The percentage increase set out in paragraph 1 is to be taken within the time period of June 11, 2025, to June 10, 2026.
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 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.

February 11, 2026
Date Issued

Luciella Longo
Member, 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 Landlords 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 Tenants moved in, and if the Landlords have given the Tenants at least 90 days proper Notice of Rent Increase.
2. If the Landlords have given a Notice of Rent Increase for a rent increase that is less than the ordered increase, the Landlords may only take the rent increase set out in the Notice.
3. The annual guideline for 2025 is 2.50% and for 2026 is 2.10%.

Schedule 1 - Units affected by this Order:

39 Morgan Avenue, Toronto, Ontario, M8Y2Z9

Main Floor

Top Floor