Order under Section 126
Residential Tenancies Act, 2006

File Number: LTB-L-013996-25

In the matter of:	250 St Clair Avenue West, Toronto, Ontario, M4V 1R6	
Between:	Porta Holdings Limited	Landlord
	and	
	Refer to attached Schedule 2	Tenants

Porta Holding Limited (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 February 17, 2026.

The following parties attended the hearing: The Landlord's representative, Allistair Trent, the Landlord's agent, Phillip Heilborn, and the Tenants: Zeyad Saber, Mona Oikawa, Chiara Villasenor, Rakhi Dewan, Michael Donis, Kelley Rigg, Elisheva Gamse, Sandra Deline-Hussain, Philip Poles**.**

The Certificate of Service filed by the Landlord on February 3, 2026, indicates that some rental units listed in the application were not served with the application and notice of hearing. 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: 301.

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

1. The maximum rent increase above the guideline because of capital expenditure is 2.14%. This increase is for the following capital expenditure:
    a. Cap exp: Elevator Modernization.

2. The increase above the guideline is 2.14%, as claimed in the Landlord's application. This increase is to be taken in the first year.

3. The weighted useful life for the capital expenditures is 15 years.

4. The first effective date of the rent increase above the guideline is June 1, 2025.

On consent of the parties, it is ordered that:

1. The Landlord may increase the rents charged by 2.14% for the units set out in Schedule 1.
2. The percentage increase set out in paragraph 1 is to be taken as follows:
    1. The Landlord may increase the rents charged by 2.14% within the time period of June 1, 2025, to May 31, 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 180 days of the date of this order.

April 8, 2026
Date Issued

Rolland Roopchand
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 3 for information about the date and amount of the rent reduction.
4. The annual guideline for 2025 is 2.5% and for 2026 is 2.1%.

Schedule 1 - Units affected by this Order:

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Schedule 2 - Tenants who are Affected by this Order:

Abdul-Hay, Marie Jo
Barkley, Holly
Basio, Leslie
Benn, Nikolas
Biswas, Samir
Bradley, Celina
Brennan, Dermot
Camacho, Oscar
Chan, Snowzei
Cutting, Vivienne
Deline-Hussain, Sandra
Dewan, Rakhi
Donis, Michael
Ford, Jeremy
Frank, Karen
Frank, Richard
Fruitman, Clindy
Gamse, Elisheva
Hochleitner, Josef
Hui, Justin
Hurtadi, Daniela
Hussain, Zahid
Jurgensen, Lorne
Khalloqi, Jawad
Ludvik, Vladimira
Marschall, Astrid
Masri, Sarah
Mcivor, Michael
Mellow, Andrew
Moreira, John
Moreira, Lisza
Mudondo, Cloe Toutie
Myram, Robert
Nykyforiak, Dianne
Oikawa, Mona
Pareira, Margaret
Paul, Lisa
Pearl, Crystal
Pintar, Geraldine
Pintar, Kurt
Poles, Philip
Randhawa, Jasmine
Rigg, Anthony
Rigg, Kelley
Saber, Zeyad
Smithblower, Kimberly
Suarez, Victor
Villasenor, Chiara
Wade, Alonzo
Wade, Karline
Wesenhagen, Cassandra
Wooldridge, Catherine

Schedule 3 - 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 2025 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 the order).

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 2025 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 the order).

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.