



Order under Section 126 Residential Tenancies Act, 2006

Citation: Centennial Apartments v Murphy, 2026 ONLTB 27152

Date: 2026-04-09

File Number: LTB-L-007450-23

In the matter of: 3355 Ponytrail Drive, Mississauga, Ontario, L4X
1V7

Between: Centennial Apartments Landlord

And

Refer to attached Schedule 2 Tenants

Centennial Apartments (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 a written hearing. The Board received submissions from the following Tenants: Avelina Baguio and Eduardo Matias, Patricia Girard, and Ahmed Osman Ahmed. A reply to the Tenant submissions was received from the Landlord.

Preliminary Matters

Request to Remove Capital Expenditures

1. Prior to the commencement of the written hearing, the Landlord requested the Board's permission to amend the application to withdraw Capital Expenditure #7 – Gas Valves & Fittings Replacement, Capital Expenditure #8 – Soil & Sodding, Capital Expenditure #9 – Fire Panel, and Capital Expenditure #10 – Underground Sprinkler System.
2. I have granted this request.

Request for a Virtual Merits Hearing

3. The Board received an accommodation request for a virtual merits hearing on December 27, 2025, from the Tenant Avelino Baguio. The request was denied on January 9, 2026, by Vice Chair Sangmuah.

It is determined that:

4. I find that the Landlord has justified a rent increase above the guideline because the Landlord incurred an eligible capital expenditure for the residential complex or one or more of the rental units in it.

THE DEFINITION OF CAPITAL EXPENDITURE

5. The Landlord must lead evidence to establish that each of the capital expenditures claimed meets the definition of "capital expenditure" as set out in s. 18(1) of the regulation. It says:

"capital expenditure" means an expenditure for an extraordinary or significant renovation, repair, replacement or new addition, the expected benefit of which extends for at least five years including,

- a. an expenditure with respect to a leased asset if the lease qualifies as determined under subsection (2), and
- b. an expenditure that the landlord is required to pay on work undertaken by a municipality, local board or public utility, other than work undertaken because of the landlord's failure to do it,

but does not include,

- c. routine or ordinary work undertaken on a regular basis or undertaken to maintain a capital asset in its operating state, such as cleaning and janitorial services, elevator servicing, general building maintenance, grounds-keeping and appliance repairs, or
- d. work that is substantially cosmetic in nature or is designed to enhance the level of prestige or luxury offered by a unit or residential complex;

"ELIGIBLE" CAPITAL EXPENDITURES

6. In addition to meeting the definition of capital expenditure, each of the Landlord's claimed items must be an "eligible" capital expenditure.
7. Subsections 126(7) and (8) of the Act say:

(7) Subject to subsections (8) and (9) and except under the prescribed circumstances, a capital expenditure is an eligible capital expenditure for the purposes of this section if,

- a. it is necessary to protect or restore the physical integrity of the residential complex or part of it;
- b. it is necessary to comply with subsection 20 (1) or clauses 161 (a) to (e);

- c. it is necessary to maintain the provision of a plumbing, heating, mechanical, electrical, ventilation or air conditioning system;
- d. it provides access for persons with disabilities;
- e. it promotes energy or water conservation; or
- f. it maintains or improves the security of the residential complex or part of it.

(8) A capital expenditure to replace a system or thing is not an eligible capital expenditure for the purposes of this section if the system or thing that was replaced did not require major repair or replacement, unless the replacement of the system or thing promotes,

- g. access for persons with disabilities;
- h. energy or water conservation; or
- i. security of the residential complex or part of it.

THE 18-MONTH WINDOW

- 8. Pursuant to s. 26(2) of the regulation a rent increase shall not be ordered in respect of a capital expenditure unless the work was completed during the 18-month period ending 90 days before the effective date of the first intended rent increase referred to in the application. In this case the 18-month window is from June 1, 2021 to December 1, 2022.
- 9. The expenditure must also be "incurred" which essentially means the work must have been paid for prior to the application being filed. This is not an issue with respect to any of the items claimed in this application.

THE USEFUL LIFE

- 10. If the expenditure meets the requirements set out above, then the Board must establish the useful life of the work done in order to calculate the allowable increase.
- 11. Section 27 of the regulation says:
 - 27. (1) The useful life of work done or a thing purchased shall be determined from the Schedule subject to the following rules:
 - a. Where the useful life set out in Column 3 of the Tables in the Schedule is less than 10 years, the useful life of work done or a thing purchased shall be deemed to be 10 years.

- b. If, when a thing is purchased, it has previously been used, the useful life of the thing shall be determined taking into account the length of time of that previous use.
- c. If the work done or thing purchased does not appear in the Schedule, the useful life of the work or thing shall be determined with reference to items with similar characteristics that do appear in the Schedule.
- d. Despite paragraphs 2 and 3, for the purposes of making a finding under this section, the useful life of work done or a thing purchased shall not be determined to be less than 10 years.

(2) If the useful life of work done or a thing purchased cannot be determined under subsection (1) because the work or thing does not appear in the Schedule and no item with similar characteristics appears in the Schedule, the useful life of the work or thing shall be what is generally accepted as the useful life of such work or thing but in no case shall the useful life be determined to be less than 10 years.

Capital Expenditure

- 12. The Landlord justified a rent increase above the guideline because of capital expenditures.
- 13. The rent increase above the guideline because of capital expenditure is not the same for all of the affected units. The maximum rent increase above the guideline is 7.39%, but the increase is lower for Tenants who have moved into their units more recently or who are not affected by some of the capital expenditures. See Schedule 3 for the unit specific increases.
- 14. The Landlord's application is for the following capital expenditures:
 - a. Concrete Restoration: Column & Ledge Beam Repair;
 - b. Roof Replacement & Catwalk;
 - c. Common Area;
 - d. Asphalt Paving;
 - e. Acoustical Ceilings; and
 - f. Interior Lighting.

Capital Expenditure #1 – Concrete Restoration: Column & Ledge Beam Repair

- 15. The Landlord submits that the concrete restoration was necessary as “there was concrete deterioration and delamination; rebar was exposed on columns”. The scope of work included “localized concrete repairs carried out to the garage roof slab, ledge beam, columns and foundation walls within the garage”. The Landlord submits that these items are “eligible” under subsection 126(7)(a) because the work was necessary to protect or restore the physical integrity of the residential

complex or part of it, and 126(7)(b) as the work was necessary to comply with subsection 20(1). The cost claimed in this capital expenditure is \$420,121.00.

16. In support of its claim, the Landlord submitted to evidence a Building Inspection Report prepared by H. Rentsch Associates Ltd., dated April 12, 2021, which recommended repairs to the defective ledge beam, a total roof replacement, and repairs to the cracked and delaminated columns.

Routine Maintenance or Capital Expenditure

17. The Tenants, Avelina Baguio and Eduardo Matias, submit that “many of the listed items constitute routine maintenance”, adding that the concrete repairs were “routine structural maintenance”.

18. The Landlord, in its reply, submits that “that these costs would not be considered routine or ordinary work and would meet the definition of a capital expenditure under Section 126 of the Act”.

19. Pursuant to subsection 18(1)(c) of O.Reg 516/06 an eligible capital expenditure does not include:

(c) routine or ordinary work undertaken on a regular basis or undertaken to maintain a capital asset in its operating state, such as cleaning and janitorial services, elevator servicing, general building maintenance, grounds-keeping and appliance repairs.

20. Therefore, the question for the Board to consider is whether the concrete repairs are considered “routine or ordinary work undertaken on a regular basis”. Having considered the scope, cost, and nature of the work, I find that it does not qualify as either routine maintenance or ordinary work.

21. Furthermore, given that a third-party firm with expertise in building sciences determined the repairs were required, I am satisfied that the project meets the test for eligibility under subsection 126(7)(a) of the Act because it was necessary to protect or restore the physical integrity of the residential complex.

Preventative Maintenance

22. The Tenants, Avelina Baguio and Eduardo Matias, submit that they “should not be charged for major repairs resulting from aging infrastructure or deferred maintenance”.

23. While I can understand the Tenants’ frustration, even if preventative maintenance could have extended the useful life of the structure, there is a no fault component in above guideline increase applications nor does the Board have the discretion

to consider the cause of the disrepair that needs to be addressed. 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 eligible capital expenditures incurred respecting the residential complex or rental units. Members do not have the discretion to deviate from the legal tests set out above.

24. Accordingly, I am satisfied the concrete restoration meets the definition of capital expenditure contained in subsection 18(1) of the O.Reg 516/06 as it was a significant repair, the expected benefit of which extends for at least five years. It also meets the test for eligibility under subsections 126(7)(a) of the Act because it was to protect or restore the physical integrity of the residential complex, and 126(7)(b) as the work was necessary to comply with subsection 20(1).
25. The cost of this capital expenditure is \$420,121.00.
26. The useful life of this capital expenditure is 15 years.

Capital Expenditure #2 – Roof Replacement & Catwalk

27. The Landlord submits that the roof replacement and catwalk repairs were necessary as the “roof was over 25 years old and had multiple leaks. [The] roof catwalk was installed to comply with TSSA requirement”. The scope of work included “the replacement of the main roofing system, catwalk and garage ramp entrance roof”. The Landlord submits that these items are “eligible” under subsection 126(7)(a) because the work was necessary to protect or restore the physical integrity of the residential complex or part of it, and 126(7)(b) as the work was necessary to comply with subsection 20(1). The cost claimed in this capital expenditure is \$383,511.00.

Necessity and eligibility of the Work

28. The Tenants, Avelina Baguio and Eduardo Matias, challenged the necessity of the work, adding that a “roof replacement is a foreseeable ownership cost, and tenant should not bear the full cos through an above-guideline increase”.
29. Although the Tenants may feel it is unjust, 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 unit. In this case, to be eligible, the Landlord must be able to establish that the work was necessary to protect or restore the physical integrity of the residential complex and that the work is not routine maintenance. Given that the roof is specifically included in the definition of physical integrity, and that the Building Inspection Report prepared by H. Rentsch Associates Ltd. recommended a total roof and catwalk replacement, I am satisfied that the work was necessary under subsection 126(7)(a) to protect or restore the physical integrity of the residential complex or

part of it. Furthermore, I find that given the cost, scope, and nature of the work, it is neither routine maintenance nor ordinary work.

30. Accordingly, I am satisfied the roof replacement and catwalk repairs meet the definition of capital expenditure contained in subsection 18(1) of the O.Reg 516/06 as it was a significant repair and replacement, the expected benefit of which extends for at least five years. It also meets the test for eligibility under subsections 126(7)(a) of the Act because it was necessary to protect or restore the physical integrity of the residential complex, and 126(7)(b) as the work was necessary to comply with subsection 20(1).

31. The cost of this capital expenditure is \$383,511.00.

32. The useful life of this capital expenditure is 15 years.

Capital Expenditure #3 – Common Area

33. The Landlord submits that the common area projects were necessary as the “original wood baseboards were cracked/chipped, carpets were stained, worn out, and lifting -tripping hazard [and] walls required painting after work was done to remove milk boxes”. The scope of work involved “restorative work carried out in the common areas (corridors, stairwells and garbage chute rooms)”. The Landlord submits that these items are “eligible” under subsection 126(7)(b) because the work was necessary to comply with subsection 20(1). The cost claimed in this capital expenditure is \$207,432.00.

Cosmetic Upgrade

34. The Tenants, Avelina Baguio and Eduardo Matias, submit that the work included in this portion of the capital expenditure is cosmetic and designed to enhance the luxury or prestige of the complex. The Tenant, Ahmed Osman Ahmed, adds that “many changes to the common area were cosmetic”.

35. The Landlord, in its reply, submits that “just because an item improves the appearance of the residential complex does not mean it is excluded from the definition of a capital expenditure. If the primary purpose of the work was to address deficiencies and therefore we submit that it meets the definition of an eligible capital expenditure”.

36. The Landlord is correct. When work of this kind is done there is almost always some cosmetic value. The issue with respect to the definition of capital expenditure is whether or not the work done is “substantially” cosmetic in nature or is designed to enhance the level of prestige or luxury. Stated differently, just because an item of work improves the appearance of the residential complex does not mean it is excluded from the definition of capital expenditure. For example, re-plastering and painting a badly peeling hallway will improve its aesthetics but the primary purpose of doing the work is to repair the hallway, the

cosmetic benefit is a by-product. Given that the Landlord's common area work consists of several components, a breakdown is provided below.

Carpet and Floorboards

37. The Landlord submits that "the scope of work included the replacement of the original wooden baseboards that had cracked and chipped over the years. This was also necessary to facilitate the carpet replacement claimed under this scope. The carpets were stained, worn out and lifting in areas, which posed a tripping hazard. The carpets were over 20 years old at the time of replacement".
38. The Tenant, Ahmed Osman Ahmed, submits that "only a select few carpets were lifted, and served as tripping hazards. Most hallways had carpets that were completely functional and safe (specifically the 10th floor, where we reside). Only the damaged carpets were in need of replacement, but the landlord replaced all carpets in the building". The Tenant adds that "that the "original wood baseboards were functional, and did not serve as a hazard".
39. The Landlord, in its reply, submits that "a patch repair would not have been a reasonable solution to address the defect in the carpets as the extent of the deterioration was widespread. The carpets were all of the same style and finish and age. Given the age of the carpet, it would not have been possible to locate the exact carpet previously installed, which would result in mismatched carpet repairs throughout the complex. Furthermore, patch isolated areas would have resulted in additional costly repairs as the aging carpet would continue to deteriorate".
40. While I accept that some areas of carpet were showing more wear than others, I find that the carpets and baseboards were of a similar age and at or near the end of their useful life. In these circumstances, I find it reasonable for the Landlord to replace the carpets throughout the building rather than undertake ad hoc repairs as individual areas deteriorated. The replacement of the baseboards was a necessary component of completing the carpet-replacement project and restoring the hallways to a consistent and uniform condition.

Milk Boxes and Painting

41. It is the Landlord's position that the milk boxes were required to be replaced as they did not meet the current fire code due to inadequate fire separation. The Landlord submits that, once the milk boxes were replaced, the surrounding walls required repair in order to complete the work and restore a consistent finish. The Landlord adds that "while we certainly agree that the work improved the look of the building, we disagree that the cost would be considered substantially cosmetic".

42. The Tenant, Ahmed Osman Ahmed, submits that the “Milk boxes only cover a limited portion of the wall. The specific area where the milk boxes used to be was the only portion of the wall that was in need of repainting. The landlord opted to repaint the entire hallway a different colour, and make the edges sharper by adding cement”.
43. The Landlord, in its reply, submits that they “also addressed any areas of plaster on the walls that had been damaged over time. Once all areas were addressed, the walls were then primed and subsequently painted. It would have been impossible to match the previous paint finish and colour, as the paint was over 20 years old. This would have resulted in obvious patches where repairs were made if the Landlord attempted to restore the finish as the Tenant requested”.
44. Based on the necessity to comply with the fire code, I am satisfied that the work associated with the milk boxes is eligible as part of the Landlord’s responsibility under subsection 20(1) to comply with health, safety, housing, and maintenance standards. Furthermore, while I accept that there is a cosmetic component to the wall repairs, I am satisfied that the work was nonetheless required as a consequence of the milk box replacements and therefore related to the overall project and an eligible portion of the capital expenditure.
45. Accordingly, I am satisfied that the common area repairs meet the definition of capital expenditure contained in subsection 18(1) of the O.Reg 516/06 as it was a significant repair, the expected benefit of which extends for at least five years. It also meets the test for eligibility under subsections 126(7)(b) as the work was necessary to comply with subsection 20(1).
46. The cost of this capital expenditure is \$207,432.00.
47. The useful life of this capital expenditure is 10 years.

Capital Expenditure #4 – Asphalt Paving

48. The Landlord submits that the asphalt paving was necessary as the “asphalt was in poor condition with cracks and potholes”. The scope of work involved asphalt repairs “located above the garage roof slab where the restorative work was carried out under Item #1”. The Landlord submits that this item is “eligible” under subsection 126(7)(b) because the work was necessary to comply with subsection 20(1). The cost claimed in this capital expenditure is \$139,306.00.

Routine Maintenance or Capital Expenditure

49. The Tenants, Avelina Baguio and Eduardo Matias, submit that “asphalt paving is routine exterior maintenance. Resurfacing and paving are normal landlord responsibilities and should not qualify for an above guideline rent increase”.

50. The Landlord submits that “this work was necessary for two reasons. The first, as noted in the application, was to address the condition of the asphalt as it had deteriorated over the years, was cracking and there were potholes present throughout. The asphalt was believed to be original to construction. Regardless of the condition of the asphalt as outlined above, it had to be removed to access and facilitate the garage roof slab and ledge beam repairs claimed in Item #1”.
51. As noted above, routine or ordinary work performed on a regular basis, such as cleaning and janitorial services, general building maintenance, groundskeeping, and appliance repairs, do not qualify as a capital expenditure. Therefore, the question for the Board to consider is whether the asphalt repairs are considered “routine or ordinary work undertaken on a regular basis”. Having considered the size of the repaired area, along with the nature, scope, and cost of the work, I find that the project does not qualify as either routine maintenance or ordinary work. Furthermore, given the Landlord’s assertion that the asphalt repairs were required to complete the concrete repairs included in Capital Expenditure #1, I am satisfied that the asphalt repairs formed an integral component of that project and are therefore eligible.
52. Accordingly, I am satisfied that the asphalt paving meets the definition of capital expenditure contained in subsection 18(1) of the O.Reg 516/06 as it was a significant repair, the expected benefit of which extends for at least five years. It also meets the test for eligibility under subsections 126(7)(b) as the work was necessary to comply with subsection 20(1).
53. The cost of this capital expenditure is \$139,306.00.
54. The useful life of this capital expenditure is 15 years.

Capital Expenditure #5 – Acoustical Ceilings

55. The Landlord submits that the acoustical ceilings repairs were necessary as the “ceiling tiles required changing due to new updated electrical design, [and] the tiles on upper floor were damaged from roof leaks”. The scope of work involved “the replacement of the ceiling tiles in the hallway corridors”. The Landlord submits that this item is “eligible” under subsection 126(7)(b) because the work was necessary to comply with subsection 20(1). The cost claimed in this capital expenditure is \$55,427.00.

Cosmetic Upgrade

56. The Tenants, Avelina Baguio and Eduardo Matias, submit that “this item as it appears to be an interior upgrade rather than a necessary building system replacement. Such work does not materially extend the life of the building”. As above, I believe it is the Tenants position that the work is predominately cosmetic and designed to enhance the luxury or prestige of the complex.

57. The Landlord submits that the ceiling repairs were required were necessary to “to accommodate the LED light fixtures installed and claimed in Item #6. The new fixtures did not fit in the holes in the ceiling tiles left by the previous fixtures and would leave gaps in the ceiling if reused. Furthermore, there was significant deterioration of the ceiling tiles on the top floor due to leaks caused by the roof prior to replacement. This cost is eligible under section 126(7)(b) of the RTA. The work was necessary to maintain minimum housing standards”.
58. As above, when work of this kind is done there is almost always some cosmetic value. The issue with respect to the definition of capital expenditure is whether or not the work done is “substantially” cosmetic in nature or is designed to enhance the level of prestige or luxury. Having reviewed the evidence, I am satisfied that the primary purpose of the project was to complete the necessary repairs arising from the installation of the upgraded LED system, as well as to address the areas damaged by the top-floor leaks. Accordingly, I find that the work was required as part of the Landlord’s responsibility to comply with health, safety, housing, and maintenance standards under subsection 20(1) of the Act.
59. Accordingly, I am satisfied that the acoustical ceiling project meets the definition of capital expenditure contained in subsection 18(1) of the O.Reg 516/06 as it was a significant repair and replacement, the expected benefit of which extends for at least five years. It also meets the test for eligibility under subsections 126(7)(b) as the work was necessary to comply with subsection 20(1).
60. The cost of this capital expenditure is \$55,427.00.
61. The useful life of this capital expenditure is 15 years.

Capital Expenditure #6 – Interior Lighting

62. The Landlord submits that the interior lighting promotes energy conservation. The scope of work involved upgrading the interior lights to LED’s. The Landlord submits that this item is “eligible” under subsection subsection 126(7)(e) as it promotes energy conservation. The cost claimed in this capital expenditure is \$19,148.00.

Eligibility of the Work

63. The Tenants, Avelina Baguio and Eduardo Matias, submit that the “lighting replacement is routine maintenance or modernization”, adding that “any energy efficient upgrades primarily benefit the landlord through reduced operating costs”.
64. Whether or not the work is routine maintenance, or, if the Landlord benefits from reduced energy savings, is not actually relevant to the issues here. Subsection 126(7)(e) specifically says work done to achieve energy savings is eligible. Given

that the replacement LED's promote energy conservation, I am satisfied that the project is an eligible capital expenditure.

65. Accordingly, I am satisfied that the interior lighting meets the definition of capital expenditure contained in subsection 18(1) of the O.Reg 516/06 as it was a significant replacement, the expected benefit of which extends for at least five years. It also meets the test for eligibility under subsection 126(7)(e) as it promotes energy conservation.

66. The cost of this capital expenditure is \$19,148.00.

67. The useful life of this capital expenditure is 10 years.

Written Submissions

Financial Hardship

68. Numerous Tenants submit that any rent increase approved under this application will result in substantial financial burden.

69. 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. However pursuant to subsection 205(2) of the Act where the Board makes an order for a rent increase above the guideline and that order is made more than three months after the first effective date of a rent increase in the order, the Board may permit a tenant to pay the landlord the amount owing in monthly instalments.

70. Given the facts presented by the Tenants, I am not satisfied that an imposed instalment plan would be appropriate in the circumstances. However, given the passage of time, I do find it appropriate to allow the parties 150 days to pay to the other any sum of money that is owed as a result of this order. 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 to do so.

71. The weighted useful life for the capital expenditures is as specified on Schedule 3.

72. The Certificate of Service filed by the Landlord on November 26, 2025, indicates that some rental units listed in the application were not served with the application and notice of hearing. The LTB 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: 101, 103, 111, 306, 403, 510, 608, 707, 709, 903, 912, 1007 and 1010.

73. The first effective date of the rent increase above the guideline is March 1, 2023.

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 150 days of the date of this order.

April 9, 2026
Date Issued

Andrew Laurich

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 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 2.5%, for 2024 is 2.5%, for 2025 is 2.5% and for 2026 is 2.1%.

Schedule 1 - Units affected by this Order:

102	406	708
104	407	710
105	408	711
106	409	712
107	410	801
108	411	802
109	412	803
110	501	804
201	502	805
202	503	806
203	504	807
204	505	808
205	506	809
206	507	811
207	508	812
208	509	901
209	511	902
210	512	904
211	601	905
212	602	906
301	603	907
302	604	908
303	605	909
304	606	910
305	607	911
307	609	1001
308	610	1002
309	611	1003
310	612	1004
311	701	1005
312	702	1006
401	703	1008
402	704	1011
404	705	1012
405	706	

Schedule 2 - Tenants who are Affected by this Order:

Abreu, Santana	Klingel, John
Agraja, Amarnath	Knoke, Corrina
Ahmed, Mohamed Saad	Kogut, Adam
Ahmed, Osman Ahmed	Kostoglou, Fotini
Akdeniz, Recep	Kotis, Tam
Akinfolajimi, KolawoleBamidele	Kowalczyk, Wlodzimierz
Ali, Ali Salih	Le, Nghi Van
Allen, Hayan	Legiezynska, Kamila
Banach, Slawomir	Ljutic, Suad
Beltran, Mirella	Ma, Jindong
Beshara, Nahid	Martinez, Guillermo J.
Blanco, Jaime Santiesteban	Masna, Sylwia
Bosic, Dalibor	Matias, Eduardo
Brown, Dwayne Oliver	Matthew, Andria
Bunn, Jalna	McElroy, Daphne
Bunn, Melanie	Meco, Erald
Byfield, Joseph	Melendez, Amadeo
Calzado, Medardo Machin	Mohammedain, Altayb Fadol Bakhiet
Campbell, Sonia Cecilia	Munene, Stephen
Cardona, Brian	Murray, Jeremy
Cardona, Francisco L.	Muthukumarasamy, Yogendran
Chochan, Anna	Nartowicz, Grazyna
Csoke, Aniko	Negatu, Tsehay Zelleke
Cunningham, Dajon Blake	Nguyen, Chau
Davidovic, Radovan	Nkrumah, Richard
Dela Cruz, Julius Ray	Olanrewaju, Aramide Olubukola
Douglas, Peter	Owusu-Bonsu, Osei
Dras, Marek	Ozols, Mara
Evans, Jervis	Parvu, Gabriel Petre
Faisal, Muhammad	Pathmasekar, Bala
Fudacz, Malgorzata	Perez, Vladimir Jaime
Garcia, Butchard	Pham, Pham
Girard, Patricia	Quiroga, Norma Lidia
Gopez, Dennis	Reid, Andre
Gordon, Nerisa	Rose, Sophia
Grant, Maxine	Rrahmani, Vlora
Guczalski, Paul	Rudd, Ethan
Hassan, Adil	Rudraraju, Sailaja
Ilic, Slobodan	Ruszo, Fatime
Jimenez, Dalgi Baena	Ruszo, Vanda
Joao Gomes, Nelson Mussunda	Shahid, Saad Muhammad
Jodelka, Miroslaw	Shaikh, Intekhab Ali
Karn, Gail	Silverio, Anlline
Khan, Jamal Zeb	Stanisor, Laurentiu

Stanisor, Marina
Supportive Housing in Peel, .
Szczepanczyk, Waldemar
Tan Benjamin, Jhazelle Jhoy
Torres Baena, Kevin Daryl
Tran, Nhung Thi
Trucido, Jose
Umar, Rano

Vo, Thi Kim Nhe
Vo, Truong Van
Watkis, Shaniece Latiesha
Yabut, Ardein Benedict
Ybera, Lorna
Zere, Sokol
Zivkovic, Angelina
Zivkovic, Vera

Schedule 3 - Ordered Rent Increase Above the Guideline**First Effective Date of Rent Increase in this Order is March 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 March 1, 2023 to February 29, 2024			March 1, 2024 to February 28, 2025		March 1, 2025 to February 28, 2026			
Rental Unit Address Name	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	% 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
102, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
104, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
105, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
106, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
107, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
108, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
109, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
110, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
201, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
202, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
203, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
204, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
205, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
206, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
207, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
208, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%

For the period March 1, 2023 to February 29, 2024			March 1, 2024 to February 28, 2025		March 1, 2025 to February 28, 2026			
Rental Unit Address Name	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	% 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
209, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
210, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
211, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
212, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
301, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
302, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
303, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
304, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
305, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
307, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
308, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
309, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
310, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
311, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
312, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
401, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
402, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
404, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
405, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
406, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
407, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
408, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
409, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%

For the period March 1, 2023 to February 29, 2024			March 1, 2024 to February 28, 2025		March 1, 2025 to February 28, 2026			
Rental Unit Address Name	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	% 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
410, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
411, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
412, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
501, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
502, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
503, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
504, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
505, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
506, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
507, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
508, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
509, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
511, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
512, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
601, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
602, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
603, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
604, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
605, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
606, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
607, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
609, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
610, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%

For the period March 1, 2023 to February 29, 2024			March 1, 2024 to February 28, 2025		March 1, 2025 to February 28, 2026			
Rental Unit Address Name	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	% 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
611, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
612, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
701, 3355 Ponytrail Drive	3.00%	3.00%	0.67%	0.67%	0.00%	0.00%	15	3.67%
702, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
703, 3355 Ponytrail Drive	3.00%	3.00%	2.88%	2.88%	0.00%	0.00%	15	5.88%
704, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
705, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
706, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
708, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
710, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
711, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
712, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
801, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
802, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
803, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
804, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
805, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
806, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
807, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
808, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
809, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
811, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
812, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%

For the period March 1, 2023 to February 29, 2024			March 1, 2024 to February 28, 2025		March 1, 2025 to February 28, 2026			
Rental Unit Address Name	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	% 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
901, 3355 Ponytrail Drive	3.00%	3.00%	2.88%	2.88%	0.00%	0.00%	15	5.88%
902, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
904, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
905, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
906, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
907, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
908, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
909, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
910, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
911, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
1001, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
1002, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
1003, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
1004, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
1005, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
1006, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
1008, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
1011, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%
1012, 3355 Ponytrail Drive	3.00%	3.00%	3.00%	3.00%	1.39%	1.39%	14	7.39%

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.