



Order under Section 126 Residential Tenancies Act, 2006

File Number: LTB-L-058060-23

In the matter of: 91 Front Avenue West, Brockville, Ontario, K6V 4J8

Between: WBH Brockville Ltd. c/o Realstar Management Partnership Landlord

And

Refer to attached Schedule 2 Tenants

WBH Brockville Ltd. (the 'Landlord') applied to the Landlord and Tenant Board (LTB) 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 (CMH) was held for this application by video conferencing on February 19, 2026.

The following parties attended the hearing: The Landlord's legal representative, Rachel Mazur, Paralegal, the Landlord's agents, Camila Nunes, Steve Goldberg, Tina Marshall and the former Tenant, Barton Bowerman.

The Certificate of Service filed by the Landlord on January 12, 2026, 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: 1, 4, 7, 24, 25, 32, 33, 36, 38, 42, 45, 65 and 67.

At the Case Management Hearing, the parties agreed to the following claim for capital expenditures:

1. The maximum rent increase above the guideline because of capital expenditures is **7.90%**. This increase is for the following capital expenditures:
 - a. Roof Replacement;
 - b. Masonry Repairs & Cladding;
 - c. Laundry & Common Area Restoration;
 - d. Window & Patio Door Replacement;

- e. Asphalt;
 - f. Carpet
 - g. Sewer Backup Restoration; and
 - h. Vacuum.
2. The Landlord agreed to remove the Roof Repair as a capital expenditure item from the application.
3. Where the Landlord's application requests an increase of 8.09%, the maximum increase above the guideline for these units is **7.90%**. This increase is to be taken as follows: 3.00% in the first year, 3.00% in the second year and 1.90% in the third year.
4. The weighted useful life for the capital expenditures is 17 years.
5. The first effective date of the rent increase above the guideline is September 1, 2023.
6. There is a prior Above Guideline Rent Increase (AGI) order, file number: LTB-L-080507-22 (EAL-98025-21) for this residential complex.
 - a. Some of the units in this current application are affected by that prior AGI order. All of the permitted rent increases in the prior AGI order have not yet been taken. As a result, there will be an overlap in the rent increases from the prior and current orders for the affected units.
 - b. For capital expenditure work done, the Landlord cannot increase the rent by more than 3.00% (plus the annual guideline amount) in any one-year period even if there are overlapping AGI orders.
 - c. The rent increases permitted by this current order may overlap with the increases in the prior AGI order up to the maximum of 3.00% per year (plus the annual guideline amount). However, if the maximum 3.00% per year has already been taken under the prior order, some or all of the rent increases in this order will be deferred until the rent increases in the prior order have been taken.
7. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order within 90 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 7.90% for the units set out in Schedule 1.
2. The percentage increase set out in paragraph 1 is to be taken as follows:

- a. The Landlord may increase the rents charged by 3.00% within the time period of September 1, 2023, to August 31, 2024;
 - b. The Landlord may increase the rents charged by 3.00% within the time period of September 1, 2024, to August 31, 2025; and
 - c. The Landlord may increase the rents charged by 1.90% within the time period of September 1, 2025, to August 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 90 days of the date of this order.

April 9, 2026

Date Issued

Oluwatobi Abobarin

Oluwatobi Abobarin

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. 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 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:

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Schedule 2 - Tenants who are Affected by this Order:

Baker, Dale
Bishop, Patricia
Bowerman, Barton
Brennan, Kevin
Brooks, Doug
Casselman, Donna
Darling, Angela
Gardiner, Irvin
Gifford, Frances
Gordon, Irene
Greenwood, Della
Hodge, Raymond
Hurlbert, Ray
Jackson, Francine
Jennings, Rosalie
John, Griffiths
Lemieux, Leslie
Mac Donald, Wayne
Macintosh, Dawn
Metcalf, John
Moffit, Phyllis
Perkins, Gail
Porter, Wayne
Shire, June
Simpson, Larry
Woodcock, Judith
Wright, Norma

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 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 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 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 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.