



Order under Section 126 Residential Tenancies Act, 2006

File Number: LTB-L-082192-23

In the matter of: 31 Water Street, Wallaceburg, Ontario, N8A2E8

Between: 1025091 Ontario Limited Landlord

And

Refer to attached Schedule 2 Tenants

1025091 Ontario 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 January 28, 2026. The following parties attended or had been represented at the hearing: The Landlord's Agents, Leanna McLellan, Melissa Turner, and Amy Ferguson, the Tenant's Representative, Jeff Wilkins, and the following Tenants were present for the consent, Debbie Lafreniere of 203, June Bradley of 205, Carolyn Hancock of 106, consenting on behalf of Theresa Childs of 302, Susan Boyle of 305, also consenting on behalf of Ken Houston of 104, Patricia Porter of 202, also consenting on behalf of Charlene Turner in Suite B.

The Certificate of Service filed by the Landlord on December 24, 2025, indicates that some Tenants listed in the application were not served with the application and notice of hearing. The Board shall therefore amend the application by removing the Tenants as parties. As a result, this order for a rent increase above the guideline under section 126 of the Act does not apply to the following Tenants: Chris Hancock of unit 106 is removed as a party to the application, Patricia Turner of Suite B is removed as a party to the application. The parties agreed to the following amendments, the Tenant listed as Marlene Watson of unit 206 name will be changed to the Estate of Marlene Watson.

The Certificate of Service did not include four units that were not served and not apart of the application. The parties agreed that the units not applicable to the application should be referenced in the order for clarity. The following units are not applicable to the application, 102, 201, 204 and 306.

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

1. The maximum rent increase above the guideline because of capital expenditures

is 6.00%. This increase is for the following capital expenditures:

- a. Sanding & Painting of Exterior Railings & Columns; and
 - b. Replacement of Two Flights of Concrete Stairs.
2. Where the Landlord's application requests an increase of 7.55%, the maximum increase above the guideline for these units is 6.00%. This increase is to be taken as follows: 3.00% in the first year; and 3.00% in the second year.
 3. The weighted useful life for the capital expenditures is 10 years.
 4. The first effective date of the rent increase above the guideline is January 1, 2024.
 5. The parties agreed that the Landlord may, at their discretion, engage in discussions with individual Tenants regarding a potential extension of time to pay any monies owing to the Landlord beyond the six-month period set out in this Order.

On consent of the parties, it is ordered that:

1. The Landlord may increase the rents charged by 6.00% 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 January 1, 2024 to December 31, 2024; and
 - b. The Landlord may increase the rents charged by 3.00% within the time period of January 1, 2025 to December 31, 2025.
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 6 months of the date of this order.

April 13, 2026
Date Issued

Tanya Speedie
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 2024 is 2.5% and for 2025 is 2.5%.

Schedule 1 - Units affected by this Order:

101

103

104

105

106

202

203

205

206

301

302

303

304

305

SuiteA

SuiteB

Schedule 2 - Tenants who are Affected by this Order:

Arnezeder, Kim
Arnezeder, Steven
Babbitt, Betty
Bickerstaff, David
Boyle, Susan
Bradley, June
Childs, Theresa
Hancock, Carol
Houston, Ken
Lafreniere, Debbie
Macdonald, Edith
Marlene Watson, Estate of
Martin, Carolyn
Porter, Patricia
Saxena, Will
Turner, Charlene
Woolman, Sharon

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 2024 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 2024 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.