



**Order under Section 126
Residential Tenancies Act, 2006**

File Number: LTB-L-081837-23

In the matter of: 30 Eleanor Drive, Nepean, Ontario, K2E 7E5

Between: Minto Apartment LP Landlord

and

Refer to attached Schedule 2 Tenants

Minto Apartment LP (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 November 26, 2025.

The following parties attended the hearing on behalf of the Landlord: the Landlord's representative, David Lyman and the Landlord's agent Blake Pelletier.

The following tenants attended the hearing: Michael Budge, Chelsea Fish, Axelle Manley, Anne-Marie Hancock and Rita Trottier.

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

1. The maximum rent increase above the guideline because of capital expenditures is 0.75%. This increase is for the following capital expenditures:
 - a. Water efficient showerheads;
 - b. DMHW boiler replacements;
 - c. Exterior stairs;
 - d. Asphalt repairs;
 - e. Stairwell lighting and painting;
 - f. Laundry room renovations; and
 - g. Fire safety repairs.
2. Where the Landlord's application requests an increase of 0.05%, the maximum increase above the guideline for these units is 0.04%. This increase is to be taken in the first year.
3. Where the Landlord's application requests an increase of 0.27%, the maximum increase above the guideline for these units is 0.23%. This increase is to be taken in the first year.

4. Where the Landlord's application requests an increase of 0.62%, the maximum increase above the guideline for these units is 0.53%. This increase is to be taken in the first year.
5. Where the Landlord's application requests an increase of 0.74%, the maximum increase above the guideline for these units 0.64%. This increase is to be taken in the first year.
6. Where the Landlord's application requests an increase of 0.81%, the maximum increase above the guideline for these units is 0.70%. This increase is to be taken in the first year.
7. Where the Landlord's application requests an increase of 0.87%, the maximum increase above the guideline for these units is 0.75%. This increase is to be taken in the first year.
8. The weighted useful life for the capital expenditures is as specified on Schedule 3.
9. The first effective date of the rent increase above the guideline is January 1, 2024.

On consent of the parties, 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 120 days of the date of this order.

April 13, 2026
Date Issued

John Russett

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 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 2024 is 2.50%.

Schedule 1 - Units affected by this Order:

0102	0504	0902
0103	0505	0903
0106	0506	0904
0107	0507	0905
0108	0508	0906
0109	0509	0907
0110	0510	0908
0201	0601	0909
0202	0602	0910
0203	0603	1001
0204	0604	1002
0205	0605	1003
0206	0606	1004
0207	0607	1005
0208	0608	1006
0209	0609	1007
0210	0610	1008
0301	0701	1009
0302	0702	1101
0303	0703	1102
0304	0704	1103
0305	0705	1104
0307	0706	1105
0308	0707	1106
0309	0708	1107
0310	0709	1108
0401	0710	1109
0402	0801	1110
0403	0802	1201
0404	0803	1202
0405	0804	1203
0406	0805	1204
0407	0806	1205
0408	0807	1206
0409	0808	1207
0410	0809	1208
0501	0810	1209
0503	0901	1210

Schedule 2 - Tenants who are Affected by this Order:

Abraham, Ian	Brown, Yvonne
Abraham, Jenson	Budge, Michael
Abu-rashed, Houda Abu	Campbell-Plante, Margaret
Aden, Ayana	Campeau, Dawn
Aggarwal, Bharti	Campeau, Paul
AGGARWAL, Kanika	Cargill, James
AGGARWAL, Rashmi	Cargill, Jordan
AGGARWAL, Ravi	Cayemittes, Myrlande
Ahar Jazy, Imam Ahar	Chinnuraj, Hemnaad
Ahmad Mahak, Bilal Ahmad	Crosby, Carey
Ahmad Mahak, Hilal Ahmad	Crosby, Monique
Ahmad Mahak, Iqbal Ahmad	Daproza, Juhani
Ahmed, Fatima	Darab, Muhammed
Ahmed, Maryama	David, Ugochi
Ahmed, Salma	David, Ugonna
Albaaliuee, Tahani	Dela Cuesta, Deanna
Alballawi, Mah	Dela Cuesta, Denzel
Alballawi, Yaqoob	Dela Cuesta, Eleanor
Alballawi, Yousif Rashed	Desrochers, Heidi
Al-Khafaji, Khalid	Diallo, Mamadou
Al-Shakarchi, Mays	Dumas, Louise
Alshammari, Mohammed	Edean, Mariam
Alvarez Corral, Alfredo Alvarez	Eedan, Ahmad
Andree Struthers, Julie Andree	Eedan, Zaynab
Argiropulos, Mia	Egueh Hussen, Soubert Egueh
Asencios Joly, Nicholas Asencios	Eidan, Ali
Ashdown, Lynn	Eisa, Ali
Ashraf, Abdullah	Eisa, Lujen
Ashraf, Nushrat	Elliott, Lauren
Ashraf, Shahida	English, Mickaela
Attil, Djedjiga	Erion, Bhanca
Awopegba, Oreoluwa	Erragued, Naima
Babar, Kiran	Fader, Janet C.
Banipal, Prithi	Farah, Sahra
Barriault, Marc	Ferguson, Jessica
Batra, Priyanka	Ferguson, Scott
Bazargan, Roghayeh	Fish, Chelsea
Benavides, Juan Casadiego	Flores, Allyn
BENNANI KEMMOUN, MEHDI	Francis, Keesha
Bonderski, Shawn	Fujie, Hiromi
Bradley, Karen	Gagne, Ian
Bravo, Fabricio	Gagne, Meredith
Bravo, Natalia	Geronimo, Cristina Joaquin
Brodtrick, Brigitte	Goddard, Loretta

Godin-Lapointe, Cody Godin
Goldenberg, Annette
Gondalia, Birva
Gonzalez, Joselyn Flores
Gonzalez, Luis
Gorman, Harold
Greenwood, Katy
Grey, Donna
Grey, Tyler
Guilmette, Robert
Hancock, Anne-Marie
Hankir, Erin
Hans, Rahmo
Hauer, Ezra
Hillman, Megan
Himani, Himani
Hingosa, Jessie
Hou, Haochen
Hunt, Danielle
Iddar, Mehdi
Irwin, Rita
Isse, Fatuma
Jama, Mohamed
Janampa, Nicola
Jazy, Issoufou
Jazy, Souleymane
Jazy, Tahir
Jessome, David
Jeudy, Daphnee
Jeudy, Lidea
Ju, Ming
Jyad, Dahal
Kate Scott, Janita Kate
Kaur, Kamalpreet
Kaur, Navdeep Kaur Navdeep
Kendall, Blair
Kendall, Krista
Khatima Mahak, Bibi Khatima
Koffi, Kouame
Kumar, Gaurav
Kumar, Jennifer
Lawless, Matthew
Lemay, Claude
Lemire, Leon
Leveille, Jeffrey
Li, Wenyan

Lourenco, Maria
Lourenco, Raphael
Mabborang, Arlene
Mabou, Lesline
Maiz, Khairia
Maloney, Paula
Manley, Axelle
Mateo, Philip
McCree, Timothy
McNaughton, Jarrod
McPherson, Allistair
Meddahi, Mehdi
Memarpour, Mohammadhadi
Mhidra, Asmae
Miles, Barbara
Mohamoud, Mumtaz
Mugenzi, Francoise
Najibullah Ahmadi, Haji Najibullah
Narvaez, Shayla
Newman, Michael
Nijim, Mohammed
Nur Nijim, Busra Nur
Nyiera, Chune
Osorio, Brigitte Karina Escorcia
Oudah, Sabreen
Owen, Mitchell
Pagarigan, Mildred
Pagarigan, Rhomar
Parnell, Mandisa
Patel, Harvish
Patrick, James
Potnis, Sampada
Potnis, Simran
Potnis, Vivek
Potvin, Carole
Ralph, John
Rauf Mahak, Abdul Rauf
Reedman, Nicole
Reid, Emma
Robin Smith-Landry, Anna Robin Smith
Robinson, James
Robinson, Victoria Ashley
Rodriguez, Yinett
Rose, Leah
Rutkovsky, Alexandra
Ryan, Cheryl

Sackmann, Kristopher
Sale, Rosario
Santander, a
Santander, Y
Santander, Yolanda.
Santander., a
Schellekens, Elizabeth
Shao, Liping
Sheikh, Sumayyah
Sheikh, Yasmeen
Sheldrake, Gwendolyn
Sherishiya, Urvi
Simser, Glenn
Singh, Gurminder
Smits, Cole
Smits, Laurie
Stevanja, Ferdo
Stonehouse, Audrey
Tahirou, Aminata
Tamboli, Hitaxi
Temdie, Giovanni
Thompson, Joanne
Tilikete, Celia
Timm, Lindsay
Torshizi, Mohammad
Toubeh, Reiane Abdi
Trottier, Rita

Tshomba, Ammara
Uddin, Ashraf
Ukachukwu, Onyekachi
Ventura, Angela
Vezilj, Srecko
Vezly, Christina
Vezly, Sietka
Vroomen, Kateri
Vukas, Sime
Wacays, Sougal
Walker-Guindon, Gaston Walker
Walker-Guindon, Marilyn Walker
Wang, Congrui
Wang, Jiajun
Wang, Ping
Webster, Roberta
Westgarth, Michael
Widenmaier, Kyle
Williams-Cox, Rose Williams
Wilson, Ann
Workman, Chrystal
Yeung, Alex
Yusuf, Adam
Yusuf, Hussen
Yusuf, Karshe
Zhang, Chuanyu

Schedule 3 - Ordered Rent Increase Above the Guideline**First Effective Date of Rent Increase in this Order is January 1, 2024**

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 January 1, 2024 to December 31, 2024				
Rental Unit Address Name	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
0102, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0103, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0106, 30 Eleanor Drive	0.64%	0.64%	12	0.64%
0107, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0108, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0109, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0110, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0201, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0202, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0203, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0204, 30 Eleanor Drive	0.70%	0.70%	13	0.70%
0205, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0206, 30 Eleanor Drive	0.70%	0.70%	13	0.70%
0207, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0208, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0209, 30 Eleanor Drive	0.04%	0.04%	15	0.04%
0210, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0301, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0302, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0303, 30 Eleanor Drive	0.04%	0.04%	15	0.04%
0304, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0305, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0307, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0308, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0309, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0310, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0401, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0402, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0403, 30 Eleanor Drive	0.75%	0.75%	13	0.75%

For the period January 1, 2024 to December 31, 2024				
Rental Unit Address Name	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
0404, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0405, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0406, 30 Eleanor Drive	0.70%	0.70%	13	0.70%
0407, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0408, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0409, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0410, 30 Eleanor Drive	0.64%	0.64%	12	0.64%
0501, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0503, 30 Eleanor Drive	0.64%	0.64%	12	0.64%
0504, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0505, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0506, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0507, 30 Eleanor Drive	0.70%	0.70%	13	0.70%
0508, 30 Eleanor Drive	0.53%	0.53%	12	0.53%
0509, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0510, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0601, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0602, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0603, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0604, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0605, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0606, 30 Eleanor Drive	0.64%	0.64%	12	0.64%
0607, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0608, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0609, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0610, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0701, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0702, 30 Eleanor Drive	0.23%	0.23%	11	0.23%
0703, 30 Eleanor Drive	0.53%	0.53%	12	0.53%
0704, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0705, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0706, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0707, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0708, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0709, 30 Eleanor Drive	0.75%	0.75%	13	0.75%

For the period January 1, 2024 to December 31, 2024				
Rental Unit Address Name	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
0710, 30 Eleanor Drive	0.23%	0.23%	11	0.23%
0801, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0802, 30 Eleanor Drive	0.04%	0.04%	15	0.04%
0803, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0804, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0805, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0806, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0807, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0808, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0809, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0810, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0901, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0902, 30 Eleanor Drive	0.23%	0.23%	11	0.23%
0903, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0904, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0905, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0906, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0907, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0908, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0909, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
0910, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
1001, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
1002, 30 Eleanor Drive	0.64%	0.64%	12	0.64%
1003, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
1004, 30 Eleanor Drive	0.70%	0.70%	13	0.70%
1005, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
1006, 30 Eleanor Drive	0.70%	0.70%	13	0.70%
1007, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
1008, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
1009, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
1101, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
1102, 30 Eleanor Drive	0.04%	0.04%	15	0.04%
1103, 30 Eleanor Drive	0.70%	0.70%	13	0.70%
1104, 30 Eleanor Drive	0.70%	0.70%	13	0.70%
1105, 30 Eleanor Drive	0.75%	0.75%	13	0.75%

For the period January 1, 2024 to December 31, 2024				
Rental Unit Address Name	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
1106, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
1107, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
1108, 30 Eleanor Drive	0.64%	0.64%	12	0.64%
1109, 30 Eleanor Drive	0.64%	0.64%	12	0.64%
1110, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
1201, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
1202, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
1203, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
1204, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
1205, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
1206, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
1207, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
1208, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
1209, 30 Eleanor Drive	0.75%	0.75%	13	0.75%
1210, 30 Eleanor Drive	0.75%	0.75%	13	0.75%

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 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 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 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 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.