



Order under Section 126 Residential Tenancies Act, 2006

File Number: LTB-L-083925-24

In the matter of: 273 Division Street, Oshawa, Ontario, L1G 5M6

Between: Mark Beech Landlord
Stephanie Burns

And

Refer to attached Schedule 2 Tenants

Mark Beech and Stephanie Burns the 'Landlords') 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 2, 2026.

The following parties attended the hearing on behalf of the Landlords: Mark Beech and Stephanie Burns.

The following parties attended on behalf of the Tenants: Felicia Falconer

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

1. The maximum rent increase above the guideline because of capital expenditures is 7.21%. This increase is for the following capital expenditures:
 - a. Plumbing-Excavate Front Yard to Curb Stop on Driveway, Replace Water Main Line in Basement;
 - b. Remove and Dispose of Old Front Enclosed Entryway, Build New Covered Front Porch Entryway, Replace Stairs;
 - c. Repair and Seal Driveway and Parking Lot;
 - d. New Windows;
 - e. New Front Entry Door; and
 - f. Electrical Work-Wire and Install Outdoor Entry Lighting, Install Entryway Sensor Lights, Rewire Doorbell.
2. The maximum increase above the guideline is 7.21%, as claimed in the Landlord's application. This increase is to be taken as follows: 3.00% in the first

year; 3.00% in the second year and 1.21% in the third year.

3. Where the Landlord's application requests an increase of 5.34%, the maximum increase above the guideline for these units is 4.34%. This increase is to be taken as follows: 3.00% in the first year and 1.34% in the second year.
4. The weighted useful life for the capital expenditures is as specified on Schedule 3.
5. The first effective date of the rent increase above the guideline is February 1, 2025.

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 30 days of the date of this order.

April 13, 2026
Date Issued

Cheryl Lavoie

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 4 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:

1
2
3

Schedule 2 - Tenants who are Affected by this Order:

Falconer, Felicia
Holm, Erin
Kane-Black, Nicole

Schedule 3 - Ordered Rent Increase Above the Guideline**First Effective Date of Rent Increase in this Order is February 1, 2025.**

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 February 1, 2025 to January 31, 2026			February 1, 2026 to January 31, 2027		February 1, 2027 to January 31, 2028			
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
1, 273 Division Street	3.00%	3.00%	3.00%	3.00%	1.21%	1.21%	24	7.21%
2, 273 Division Street	3.00%	3.00%	3.00%	3.00%	1.21%	1.21%	24	7.21%
3, 273 Division Street	3.00%	3.00%	2.34%	2.34%	0.00%	0.00%	24	5.34%

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 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 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 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 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.