



Order under Section 126 Residential Tenancies Act, 2006

Citation: Loutskou v Sayeau, 2026 ONLTB 31672

Date: 2026-04-17

File Number: LTB-L-036901-23

In the matter of: 115 - 123 Laidlaw Street South, Cannington, Ontario, L0E 10E

Between: Tommy Loutskou Landlord
Erica Loutskou
14384652 Canada Inc

and

Refer to attached Schedule 2 Tenants

Tommy Loutskou, Erica Loutskou, and 14384652 Canada Inc (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 written hearing. No submissions were received from the Tenants.

It is determined that:

1. 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

2. 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

- 3. In addition to meeting the definition of capital expenditure, each of the Landlord's claimed items must be an "eligible" capital expenditure.
- 4. 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

5. 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 November 3, 2021 to May 3, 2023.
6. 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

7. 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.
8. 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

9. The Landlord justified a rent increase above the guideline because of capital expenditures.
10. The Landlord's evidence justifies a rent increase above the guideline of 3.70%, because of capital expenditures. However, pursuant to subsection 126(11) of the Act, the maximum permitted rent increase above the guideline because of capital expenditures in any year is 3.0%. As a result, the rent increase justified in this Application may be taken as follows: 3.0% in the first year and 0.70% in the second year. These increases are in addition to the annual guideline rent increase.
11. The Landlord's application is for the following capital expenditure:
 - a. Re-Shingled Roof

Capital Expenditure #1 – Re-Shingled Roof

12. The Landlord submits that re-shingling the roofs was necessary as the “shingles reached end of useful life. Both buildings on property had leaks causing water damage in past couple years”. The scope of work involved repairing and re-shingling the roofs at the two buildings. The Landlord submits that these items are “eligible” under subsection 126(7)(a) as it is necessary to protect or restore the physical integrity of the residential complex or part of it. The cost claimed in this capital expenditure is \$27,120.00.

Commercial Component

13. The Landlord, in its submissions, acknowledged that a portion of the residential complex is an unleased commercial space. The Landlord submits that “part of 123 Laidlaw St South is unused commercial space, about 18% of total, \$22,238.40 would be allocated towards the cost of the residential complex”.
14. This is important give the wording of subsection 24(2) of the O. Reg 516/06 which states:

If a residential complex forms part of a larger project, the operating costs for the project and the amount of capital expenditures which benefit both the residential complex and the other parts of the project shall be allocated between the residential complex and the other parts of the project in accordance with one or more of the following factors:

1. The area of each part of the project.
2. The market value of each part of the project.
3. The revenue generated by each part of the project.

15. The Landlord submits that it would be appropriate to allocate costs based on the square footage of the complex, which in this case is 18% of the total area.
16. The Tenants did not contest the Landlord's proposed distribution. Considering the nature of the work undertaken in this capital expenditure, I accept the Landlord's residential allocation of 82%. Accordingly, the revised cost of this capital expenditure is \$22,238.40 (82% of \$27,120.00).
17. Given the uncontested evidence, I am satisfied the roof 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) as the work was necessary to protect or restore the physical integrity of the residential complex or part of it.
18. The cost of this capital expenditure is \$22,238.40.
19. The useful life of this capital expenditure is 15 years.

General

20. The Certificate of Service filed by the Landlord on November 18, 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:
115 Laidlaw Street Units 1, 2
123 Laidlaw Street Unit 3
21. The first effective date of the rent increase above the guideline is August 1, 2023.

It is ordered that:

1. The Landlord may increase the rents charged by 3.70% 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 3.0% within the time period of August 1, 2023 to July 31, 2024; and
 - b. The Landlord may increase the rents charged by 0.70% within the time period of August 1, 2024 to July 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 90 days of the date of this order.

April 17, 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 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%, and for 2025 is 2.5%.

Schedule 1 - Units affected by this Order:

115 Laidlaw Street, Cannington, Ontario, L0E 10E

3

4

123 Laidlaw Street, Cannington, Ontario, L0E 10E

1

2

4

Schedule 2 - Tenants who are Affected by this Order:

Coburn, Jim
Coburn, Barb
Lamoureux, Heather
Pols, Derek
Sayeau, Lisa
Sheppard, Sue

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 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 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 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.