Order under Section 126
Residential Tenancies Act, 2006

File Number: LTB-L-060201-23-C

In the matter of:	990 Avenue Road, Toronto, ON, M5P2K8	
Between:	990 Avenue Road Holdings Ltd.	Landlord
	and	
	Refer to attached Schedule 2	Tenants

990 Avenue Road Holdings Ltd. (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 March 09, 2026.

The following parties attended the hearing: The Landlord's Representative, Heather Waese, the Landlord's Agent Joyce Sodi, and Tenants William Menjivar (Unit 106), Alexandra Hopkinson (Unit 110), Marian & Christina Angelic Cruceat (Unit 202), Isabella Pileggi (Unit 207), Carol Shatananda Richard & Bryan Richard (Unit 210), Sergey Gladyshev (Unit 305), Stacy Joseph (Unit 307), Ayla Salem (Unit 309), Guerrero Rodolfo Padilla & occupant Joshua Padilla Vargas (Unit 310), and, Richard Massiah & Kimbery McCormick (Unit 402).

The Certificate of Service filed by the Landlord on February 18, 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: 201, 205, 302, & 401.

At the case management hearing, the parties reached an agreement and requested an order on consent to resolve the application.

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

1. The maximum rent increase above the guideline because of capital expenditures is 9.00%. This increase is for the following capital expenditures:

    a. Façade Window Wall Replacement;
    b. Window & Door Replacement; and
    c. Kitchen & Bathroom Risers.

2. Where the Landlord's application requests an increase of 19.02%, the maximum increase above the guideline for these units is 9.00%. This increase is to be taken as follows: 3.00% in the first year, 3.00% in the second year, and 3.00% in the third year.

3. The Landlord will waive collection of all historical arrears confirmed by resolution of this application for the 16-month period commencing October 01, 2023, up to and including February 28, 2025.

4. The Tenants of Unit 310 withdrew from the Case Management Hearing proceeding and decided they wanted a hearing to consider the merits of the application. As such, these Tenants are no longer participants in the Case Management Hearing proceeding and are not parties to this Consent Order. A Merits Hearing for these Tenants will be scheduled for a future date and only the Landlord and the Tenants of Unit 310 will receive copies of the Notice of Hearing and the Order arising from the Merits Hearing.

5. The weighted useful life for the capital expenditures is 24 years.

6. The first effective date of the rent increase above the guideline is October 01, 2023.

On consent of the parties, it is ordered that:

1. The Landlord may increase the rents charged by 9.00% 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 October 01, 2023, to September 30, 2024; and
    b. The Landlord may increase the rents charged by 3.00% within the time period of October 01, 2024, to September 30, 2025; and
    c. The Landlord may increase the rents charged by 3.00% within the time period of October 01, 2025, to September 30, 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 120 days of the date of this order.

April 29, 2026
Date Issued

Adam Rogers
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 2023, 2024 and 2025 is 2.50%, and for 2026 is 2.10%.

Schedule 1 - Units affected by this Order:

101
103
105
106
110
202
207
209
210
301
305
307
309
402
405
410

Schedule 2 - Tenants who are Affected by this Order:

Costello, Daniel P.
Cruceat, Cristina Angelic
Cruceat, Marian
Culla, Michael
Garcia, Eric Mateo
Gladyshev, Sergey
Hopkinson, Alexandra
Javellana, Ryan
Javellana, Vanessa
Joseph, Stacy
Kokoua, Armando Bric
Kouadio, Tanoh Agnes
Lavalley, Giselle
Magnaye-Culla, Rosalyn
Massiah, Richard
Menjivar, William
Morales, Freud
Newton, James
Pileggi, Isabella
Richard, Bryan
Richard, Carol Shatananda
Rist, Atila
Rist, Reka
Salem, Ayla
Scanlan, Jennifer Duba
Scanlan, Kevin Wil
Takhautdinov, Ruslan

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.