



Order under Section 126 Residential Tenancies Act, 2006

File Number: LTB-L-096927-23

In the matter of: 20 Deerfield Drive, Ottawa, Ontario, K2E 4L2

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 March 9, 2026.

The following parties attended the hearing: Landlord Representative – David Lyman, Landlord Agent – Blake Pelletier, and one Tenant.

The Certificate of Service filed by the Landlord on March 9, 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: 102, 104, 105, 106, 201, 203, 204, 206, 207, 211, 212, 301, 302, 305, 307, Myra Abramovitch of unit 308, 312, 401, 403, 405, 409, 410, 504, 506, 508, 509, 603, 606, 701, 702, 706, 707, 708, 709, 712, 801, 802, 804, 806, 807, 808, 811, 905, 807, 808, 811, 905, 907, 908, 909, 910, 1001, 1002, 1003, 1004, 1005, 1007, 1009, 1010, 1011, 1012, 1102, 1104, 1106, 1107, 1108, 1109, 1112, 1201, 1205, 1207, 1208, 1209, 1211, 1212, 1403, 1404, 1406, 1407, 1410, 1412, 1501, 1502, 1504, 1507, 1508, 1509, 1510, 1512, 1601, 1603, 1606, 1607, 1608, 1610 and 1611.

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

1. The maximum rent increase above the guideline because of capital expenditures is 0.50%. This increase is for the following capital expenditures:
 - a. Backflow preventer;
 - b. Corridor and stairwell lighting;
 - c. Window replacement;
 - d. Exterior painting PH enclosure;
 - e. Asphalt repairs; and
 - f. Gym flooring and equipment.

2. Where the Landlord's application requests an increase of 0.54%, the maximum increase above the guideline for these units is 0.50%. This increase is to be taken in the first year.
3. Where the Landlord's application requests an increase of 0.47%, the maximum increase above the guideline for these units is 0.43%. This increase is to be taken in the first year.
4. 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.
5. Where the Landlord's application requests an increase of 0.25%, the maximum increase above the guideline for these units is 0.21%. This increase is to be taken in the first year.
6. Where the Landlord's application requests an increase of 0.22%, the maximum increase above the guideline for these units is 0.18%. This increase is to be taken in the first year.
7. The weighted useful life for the capital expenditures is as specified on Schedule 3.
8. The first effective date of the rent increase above the guideline is March 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 60 days of the date of this order.

April 29, 2026

Date Issued

Helen Giannini

Helen Giannini

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.
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 2024 and for 2025 is 2.50%.

Schedule 1 - Units affected by this Order:

101	511	912
103	512	1006
108	601	1008
202	602	1101
205	604	1103
208	605	1105
209	607	1110
210	608	1111
303	609	1202
304	610	1203
306	611	1204
308	612	1206
309	703	1210
310	704	1401
311	705	1402
402	710	1405
404	711	1408
406	803	1409
407	805	1411
408	809	1503
411	810	1505
412	812	1506
501	901	1511
502	902	1602
503	903	1604
505	904	1605
507	906	1609
510	911	1612

Schedule 2 - Tenants who are Affected by this Order:

Ali Ameer, Mohamed	Handley, Olivia
Anderson, Graham	Hetherington, Chad
Anderson, Marilyn	Hrudko, Anna
Aubrey, Marianne	Hrudko, Natalia
Axford, Lynn	Hrudko, Oleh
Barkley, Leigh	Hrudko, Stanislav
Becherl, Marisa	Hurtado, Jairo
Benismail, Omar	Ide, Alexander James
Berhane, Eskakor	Ireland, Joseph
Berhane, Hosaena	James, Dylan
Bertino, Zachary	James, Himaya
Beynon, Thomas	James, Lawrence
Bhosale, Indraneel	Jovanovich, Alexander
Boyd, Michael	Kakadiya, Sahil
Bukhvastova, Larysa	Kaplan, Mesut
Burke, Adam	Kaplan, Rodin Baris
Channa, Sukhbir	Kaplan, Selen
Chiasson, Linda	Kaur, Gurpreet
Clarke, Janet	Kaur, Ravneet
Colahan, Jennifer	Kharrat, Hamdi
Csuth, Steven George	Kofmel, Jessika
Cummings, Averl	Lee, Adrian
Dalsaniya, Saumyakumar	Lee, Pok Yan
De Repentigny, Yannis	Leighandra, Purdy
Di Domenico, Massimo	Litoshenko, David
Di Millo, Anthony	Litoshenko, Jasmine
Dolinski, Nickolas	Litoshenko, Oksana
Durand, Nicolas	Lotay, Jasdeep Singh
Ellaschuk, Douglas	Mah, Garry
El Saadi, Lara	Malani, Deep
El Saadi, Omar	Maradia, Om Atul
Espinoza, Nubia Lovo	Maradiya, Para
Fernandes, Mariana	Martinez, Diego
Ferreira, Sawyer	Martinez, Marcela
Fonotov, Trofim	Martinez, Ronny
Fonotova, Viktoriia	McKay, James
Fonotova, Ykateryna	Mimnagh, Keely
Forrester, Gabriel	Mittelstadt, Eric
Forrester, Judy	Mittelstadt, Scott
Garand, Lee	Motley, Kurtis
Gilbert, Gwyn	Narang, Divya
Gilbert, Shayla	Ohienko, Svitlana
Greenberg, Howard	Osko, Kaitlyn
Greenberg, Mervin	Pan, Yafang
Grinstead, Corey	Patel, Harsh

Patel, Himika
Patel, Kajal
Patel, Parth
Patel, Parthkumar
Patel, Urvi
Paul, Amiyo
Pogosyan, Sergey
Powell, Kyle
Prevost, Simon
Proctor, Kevin
Rajani, Sofiya
Rajasekaran, Sathish Kumar
Reid, James
Richard, Jean
Rodrigues, Kleiber
Rolland, Nathaniel
Showell, Alexander
Shvalikovska, Olena
Simon, Deijanelle
Singh Heer, Jasmeet
Slate, Candace
Smith, Cody
Soni, Ketan
Soni, Tanisha
Spencer-Tebiscon, Koral
Stenjajaev, Viktor
Stenjajev, Eugene
Storms, Emily
Swift, Nathan
Takacsova, Katarina
Tannous, Fadi

Tanvideep, Tanvideep
Tekle, Helen
Tsfay, Yonas
Thakur, Nilesch Malik
Valentine, Steven
Vanier, Constance
Van Winckle, Krista
Vignanker, Irina
Vignanker, Ivan
Vilbar, Roquen
Watts, James
Weare, Jacob
Wharton, Rachel
Wiles, Erin
Williams, Deborah
Wong, Sze Leong
Woods, Kyle
Woods, Stephanie
Wu, Chuwen
Xu, Haoxiang
Xu, Kexin
Xu, Ruoxin
Yang, Jinzhe
Yin, Shan
Yu, Haiyang
Yu, Qina
Zanovello, Daniela
Zeltzer, Nelli
Zephyrine, Ewan
Zhu, Shaoyu

Schedule 3 - Ordered Rent Increase Above the Guideline**First Effective Date of Rent Increase in this Order is March 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 of March 1, 2024 to February 28, 2025				
Rental Unit Address	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
101, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
103, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
108, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
202, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
205, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
208, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
209, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
210, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
303, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
304, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
306, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
308, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
309, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
310, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
311, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
402, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
404, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
406, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
407, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
408, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
411, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
412, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
501, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
502, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
503, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
505, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
507, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
510, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
511, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
512, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
601, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
602, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
604, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
605, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
607, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
608, 20 Deerfield Drive	0.23%	0.23%	12	0.23%
609, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
610, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
611, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
612, 20 Deerfield Drive	0.00%	0.00%	0	0.00%

For the period of March 1, 2024 to February 28, 2025				
Rental Unit Address	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
703, 20 Deerfield Drive	0.18%	0.18%	10	0.18%
704, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
705, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
710, 20 Deerfield Drive	0.00%	0.00%	0	0.00%
711, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
803, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
805, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
809, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
810, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
812, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
901, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
902, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
903, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
904, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
906, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
911, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
912, 20 Deerfield Drive	0.43%	0.43%	13	0.43%
1006, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1008, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1101, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1103, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1105, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1110, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1111, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1202, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1203, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1204, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1206, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1210, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1401, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1402, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1405, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1408, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1409, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1411, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1503, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1505, 20 Deerfield Drive	0.23%	0.23%	12	0.23%
1506, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1511, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1602, 20 Deerfield Drive	0.23%	0.23%	12	0.23%
1604, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1605, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1609, 20 Deerfield Drive	0.50%	0.50%	13	0.50%
1612, 20 Deerfield Drive	0.21%	0.21%	10	0.21%

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 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 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.