



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

File Number: LTB-L-055876-23

In the matter of:

Between: Sunnydale Holdings Ltd Landlord

And

Refer to attached Schedule 2 Tenants

Sunnydale 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.

This application was resolved by written hearing. The Board received submissions from the Landlord and the Tenants: William Beisel, Sarah Roberts-Smith, Karen Macgregor, Nichole Lapointe, and Kalsuma Seid Ahmed.

The following Tenants gave written consents for Leah Connor (hereafter "the Tenant Representative"), Social Development Centre Waterloo Region to act as an unlicensed representative on their behalf:

1. Abdulaziz Dubat & Sulaikha Yusuf Mohammed – Unit 523D
2. Tanya Bull – Unit 523L
3. Mehammed Musa Ali - Unit 525A
4. Hawa Abdela – Unit 525D
5. Luc Duchaine – Unit 527F
6. Michelle Slade - Unit 529E
7. Ambiya Mohamud Ali - Unit 529F

Written Submissions:

Failure to Serve Submissions on the Landlord

1. The Landlord submits that the Tenant submissions were never served on them as required but that nevertheless they were able to access those submissions on TOP and provide a reply to them. They submit that the Tenants submissions should not be considered for failing to adhere to the rules concerning service.

2. Notwithstanding that there is no Certificate of Service from the Tenants showing that the Landlord was served with their submissions, I am satisfied that the Landlord was able to access those submissions on TOP and provide their reply and file it with the Board on July 28, 2025 in accordance with the deadline in the Notice of Hearing, being July 30, 2025. I have accepted and considered all submissions received.

Proof of Payment

3. The Tenant Representative submits that the Landlord did not provide the Tenants evidence that the property tax increase has been paid.
4. The Board issued a Deficiency Letter on November 7, 2024 seeking proof of payment of the municipal taxes claimed in the application. On November 22, 2024, the Landlord submitted the proof of payment sought through the Deficiency Letter. I note the Landlord filed their Certificate of Service on June 12, 2025 indicating that their Notice of Hearing Package was sent to the affected parties by regular mail on June 4, 2025.
5. The Notice of Hearing provides that the “application, supplementary evidence, and submissions are accessible to all parties through the Tribunals Ontario Portal.” And provides details about different ways to access the portal. Further, there is no evidence before me that the Tenants and/or the Tenant Representative made a request to the Landlord for their supporting materials. As such, I am satisfied that the Tenants had access to the materials filed by the Landlord on TOP including their proof of payment.

Maintenance

6. The Tenant Representative, Tenants Nichole Lapointe, Karen Macgregor, and Sarah Roberts Smith made submissions, some with photographic evidence, about maintenance issues experienced by Tenants. From their submissions, I presume they are submitting that the Landlord’s application should be dismissed because of these maintenance issues. The maintenance issues include:
 - a. Water in the basement, including leaking pipe above hot water tank.
 - b. Bed bug and cockroaches including in a refrigerator.
 - c. Cockroaches in a used refrigerator.
 - d. Open wires and missing ceiling tile in the basement – there was a fire in July 2025 where fire personnel mentioned that the fire may have come from exposed wires in the basement, but would not investigate due to the damage threshold, cost, or suspicious activity.

- e. Landlord being unresponsive, aggressive, unavailable, and ignoring requests to address maintenance issues.
 - f. Not functioning air conditioning in rental unit.
 - g. No microwave.
 - h. Missing and cracked flooring in the front foyer and other areas.
 - i. Toilet not installed in lower-level bathroom.
 - j. Holes in walls (work started but not completed).
 - k. Door frame coming off.
 - l. Broken window.
 - m. Unfinished walls in basement stairway.
 - n. Unsecured kitchen faucet.
 - o. Missing baseboard and wall issues (holes, loose or missing wall tiles).
 - p. Water damage to ceiling in dining room.
 - q. Window frame crumbling.
 - r. Kitchen drawer missing.
 - s. Deteriorated fencing at the back of the building.
 - t. Tenants are unable to show that they requested repairs to be completed since the Landlord requires maintenance requests to be submitted in paper to a specific mailbox.
 - u. There have been compliance orders from the City of Waterloo in the past.
 - v. Trash in common areas, overflowing garbage receptacles attracting pests.
 - w. Improper Unit identification – Tenants must identify their address on a piece of paper and stick it to their door with tape.
 - x. Mold.
 - y. Work being done on unit on move in – dishwasher never worked
 - z. Kitchen floors ripped up multiple times and couldn't be walked on for 5 days while they fixed it.
 - aa. There were issues with the bathroom floor which didn't get addressed until the Tenant called the City who helped to address some of the problems.
 - bb. Took 4 months to fix an oven door since the wrong glass was ordered, and other in-unit maintenance issues.
 - cc. Screws sticking out of installed cabinets.
 - dd. A ceiling almost collapsed – water leaks.
 - ee. Living with no heat in the middle of winter.
 - ff. Electrical issues.
2. The Landlord submits that there are several reasons for the maintenance issues raised including that some parties were found liable for damages, some didn't prepare their units for pest treatments, some issues were not brought to their attention until now, and they dispute the allegations concerning not being able to communicate with the Landlord since there is a mailbox and phone number for Tenants access. They submit that the vast majority of maintenance issues raised have been addressed or will be addressed.
3. Subsection 126(12) of the Act refers to serious, ongoing breaches of the Landlord's maintenance obligations. I am not satisfied that maintenance issue

raised by the Tenants, even if they remain outstanding, would rise to the level of a serious breach of the Landlord's maintenance obligation. A disrepair problem that is not "serious" as that term is used under the Act is not relevant to these proceedings. However, the Tenant(s) is entitled to file their own applications at the Board in respect of these issues.

The Landlord's Right to Apply

4. The Tenant Representative submits that the Landlord has had property standards violations in the past and did not provide documentation to the Tenants explaining the reason for the increase in property tax.
5. The Landlord is not required to explain why property tax has increased and although the Tenants may feel it is unjust, the Board is a creature of statute charged with applying the law as written. Section 126 of the Act specifically provides that a Landlord may apply for an above guideline increase for an extraordinary increase in the cost for municipal taxes and charges for the residential complex or any building in which the rental units are located. The Board cannot stop the Landlord from exercising its right to apply for an above guideline rent increase.

Validity of Notices of Rent Increase

6. The Tenant Representative and Tenants, William Beisel, and Sarah Roberts Smith, made submissions about the whether all affected Tenants received a Notice of Rent Increase and/or whether the Notice of Rent Increase contained any deficiencies.
7. The validity of the Notice of Rent Increase forms (N1 form) the Tenants received or allegations of unlawful rent increases are not issues that the Board can consider under this application and is therefore not relevant to these proceedings. However, for the sake of clarity and the benefit of the parties, I note that s. 32(1) of the Regulation says the guideline rent increase "may only be taken within 12 months of the first intended rent increase referred to in the application for a rental unit in the residential complex". In other words, if the first effective date on the application is August 1, 2023, a notice of rent increase that includes the above guideline increase must be served at least 90 days in advance of the effective date of the notice of rent increase and the effective date must be between August 1, 2023 and July 31, 2024. Where a landlord serves only a guideline notice of rent increase in the relevant 12-month period, that landlord would not be entitled to the above guideline rent increase because of s. 32(1) of the Regulation and s. 116(1) of the Act. If the Tenants believe there has been an illegal increase they are entitled to file their own applications at the Board in respect of these issues but must do so no later than one year after the rent increase came into effect.

Out of Scope Submissions

8. The Tenant Representative, and Tenant, Karen Macgregor, made submissions about issues which, while I understand they are important to the Tenants, are not matters which are relevant nor which the Act permits me to consider in the hearing of this application. These issues include:
 - a. Whether the Landlord provided a rent receipt after it was requested.
 - b. Allegations of belongings being thrown in the trash after the Tenant vacated and the corresponding financial losses.
 - c. When rent is due.

Financial Hardship

9. The Tenant Representative and Tenant, Karen Macgregor, submits that there are a number of intersecting challenges faced by the Tenants creating vulnerability and financial strain including low income Tenants, and high costs of outstanding bills such as water bills creating additional hardship.
10. Although the Tenant may feel it is unjust, the Board is a creature of statute charged with applying the law as written. Section 126 of the Act specifically provides that a Landlord may apply for an AGI for eligible capital expenditures incurred respecting the residential complex or rental units. The Board cannot stop the Landlord from exercising its right to make application for an above guideline rent increase.
11. In respect to the Tenant's submission of financial hardship, the Act does not provide the Board with the authority to consider the financial impact on the tenants of an AGI when determining whether a landlord's AGI application should be granted or denied. Pursuant to subsection 205(2) of the Act where the Board makes an order for a rent increase above the guideline and that order is made more than three months after the first effective date of a rent increase in the order, the Board may permit a tenant to pay the Landlord the amount owing in monthly instalments.
12. Pursuant to subsection 205(2) of the Act, given that this order will issue more than three months after the first effective date of the above guideline rent increase herein, I am permitting the Tenant, Donna G Portree and her daughter Marita Jean Portree to pay any amounts owing to the date of the order in 3 monthly installments starting 30 days from the issuance date of this Order.
13. As always, if the Landlord is amenable to a longer repayment plan for those Tenants facing financial hardship that remains within the Landlord's discretion.

It is determined that:

Municipal Taxes and Charges

14. The Landlord justified a rent increase above the guideline because of an extraordinary increase in the municipal taxes and charges. I find that the increase in the municipal taxes and charges is “extraordinary” because the percentage increase between the reference year and the base year is greater than the guideline rent increase plus 50% of the guideline (section 28 of O. Reg. 516/06).
15. The maximum rent increase above the guideline because of an extraordinary increase in the cost for municipal taxes and charges is 1.75%. This increase is to be taken in the first year.
16. I have accepted the Landlord's amended application filed with the Board on June 21, 2024.
17. The Board received submissions from William Beisel, Sarah Roberts-Smith, Karen Macgregor, Nichole Lapointe, Hawa Abdela, Mehammed Musa, Kalsuma Seid Ahmed, Sulaikha Yusuf Mohammed, Abdulaziz Dubat, Tanya Bull, Luc Duchaine, Ambiya Mohamud Ali and Michelle Slade. In their submissions, the tenants raise maintenance issues. These submissions were taken into consideration to the extent we can under the legislation. The Landlord's reply was also taken into consideration.
18. 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 1.75% for the units set out in Schedule 1.
2. The percentage increase set out in paragraph 1 is to be taken within the time period of August 1, 2023, to July 31, 2024.
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 shall pay to Tenants any sum of money that is owed as a result of this order within 30 days of the date of this order.
5. The Tenants shall pay to the Landlord any sum of money that is owned as a result of this order in 3 monthly installments starting 30 days from the issuance date of this Order.

May 1, 2026
Date Issued

Luciella Longo
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 Landlords 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 Tenants moved in, and if the Landlords have given the Tenants at least 90 days The Landlords 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 Tenants moved in, and if the Landlords have given the Tenants at least 90 days proper Notice of Rent Increase.
2. If the Landlords have given a Notice of Rent Increase for a rent increase that is less than the ordered increase, the Landlords may only take the rent increase set out in the Notice.
3. The annual guideline for 2023 is 2.50% and for 2024 is 2.50%.

Schedule 1 - Units affected by this Order:

519-529 Sunnydale Place, Waterloo, Ontario, N2L4S9

519A	521A	523A	523H	523O	525C	527D	529E
519B	521B	523B	523I	523P	525D	527E	529F
519C	521C	523C	523J	523Q	525E	527F	
519D	521D	523D	523K	523R	525F	529A	
519E	521E	523E	523L	523S	527A	529B	
519F	521F	523F	523M	525A	527B	529C	
519G	521G	523G	523N	525B	527C	529D	

Schedule 2 - Tenants who are Affected by this Order:

Abdela, Hawa
Allen, Tim
Almonte, Ariel
Amue, Rose
Ballie, Brooklyn
Beisel, William
Bierd, Nathaniel
Braley, Brianna
Brown, Jennifer
Brown, Joshua
Bull, Tanya
Chettiar, Sharyn
Clarke, Cheyanne
Cormier, Carol
Cormier, Justice
Davidson, Anna Marie
Dennis, Anthony
Duchaine, Luc
Fedak, Garry
Fedak, Liam
Gibbons, Hugh
Haddock, Donna
Hamilton, David
Kirkpatrick, Joseph
Frank
Knowles, Lea
Koebel, Glen
Kolhe, Neha
Kyle, Shelly

Lachapelle, Kayla
Lamka, Arthur
Lehouillier, Jamie
Lopez, Marco
Macgregor, Karen
Macleod, Martin
Maharaj, Meshel
Marin, Rosa
Markov, Tammy
Maryo, Thomas
Mohammed, Abdul
Mohammed, Ali
Mohammed, Halima
Mohammed, Hussen
Mohammed, Rashid
Salin
Mohamud Ali, Ambiya
Montag, Luke
Musa Ali, Mehammed
Nivins, Collen
Oldfield, Brianna
Oldfield, Erin
Oldfield, Rodney
Pamplin, Brandon
Pamplin, Kelly
Park, Karen Elizabeth
Ann
Patel, Harsh
Patel, Kamesh

Patel, Kunj
Patel, Shashank
Patel, Sujal
Randall, Alton
Reyes, Melissa
Roberts-Smith, Sarah
Salin, Zeinab Ismael
Shannon, Katelyn
Michelle
Slade, Michelle
Slade, Michelle
Snow, Emelia
Stefan Ashton, Florian
Sullivan, Katrina
Sutton, Jim
Tomlinson, Cora Lynn
Trailer, Highland
Tulkanam, Bissoondyal
Tully, Christopher
Turner, Kurtis
Vanderhout, Sherry
Vanderpool, Destini
Walker, Sydney
Walsh, Jason
Weisele, Helga
White, Amanda
White, Harold
Xing, Jerry
Yang, Richard