



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-060228-23

In the matter of: 1 Deauville Lane, Toronto, Ontario, M3C 1Z6
1 Deauville Lane, Toronto, Ontario, M3C 1Z7

Between: 1 Deauville Lane Limited c/o Briarlane Rental Landlord
Property Management Inc.

And

Refer to attached Schedule 2 Tenants

1 Deauville Lane Limited c/o Briarlane Rental Property Management 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.

A Case Management Hearing took place by videoconference on March 10, 2026.

The following people attended the Case Management Hearing on behalf of the Landlord: The Landlord's Legal Representative, Rachel Mazur, and the Landlord's Agents, Mariana Talvan and Rogelio Rorea.

The following Tenants attended the Case Management Hearing: Unit 102-Ashley MacDougall, Unit 105- Sally Vusi, Unit 111- Agnes Cordura, Unit 117- Ivan Boyanov and Evgeniya (Jenny) Boyanova, Unit 124- Lynita Byer-Fraser, Unit 130, Ilene Lopez, Unit 407- Diane H. Sobers, Unit 410- Darryl August, Unit 411- Sandra Maritza Guarin and Cesar Tarazona, Unit 416- Anthony Gauthey, Unit 501-Paul Gray, Unit 507- Helen Parrenas, Unit 616- Pauline Thomas, Unit 706- Mohammad Haroon Nam E Haq, Unit 718- Elias Kojar, and Unit 809-Seyed Sahand Vafaei.

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

1. In the application, the Landlord claimed 6 items of capital expenditure; however, the following item was withdrawn as part of this settlement:
 - a. Intercom;
 - b. Door Hardware; and
 - c. Garbage Enclosure Repair.

2. The maximum rent increase above the guideline because of capital expenditures is 2.40%. This increase is for the following capital expenditures:
 - a. Underground Garage Repairs;
 - b. Underground Garage Painting; and
 - c. Garage Overhead Door.
3. Where the Landlord's application requests an increase of 2.89%, the maximum increase above the guideline for these units is 2.40%. This increase is to be taken in the first year.
4. Where the Landlord's application requests an increase of 2.86%, the maximum increase above the guideline for these units is 2.38%. This increase is to be taken in the first year.
5. Where the Landlord's application requests an increase of 2.83%, the maximum increase above the guideline for these units is 2.35%. This increase is to be taken in the first year.
6. The weighted useful life for the capital expenditures is as specified on Schedule 3.
7. The first effective date of the rent increase above the guideline is October 1, 2023.
8. The Landlord or Tenants shall reconcile accounts within 120 days of this order.

It is ordered on consent 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 120 days of the date of this order.

May 11, 2026
Date Issued

Eno Ubia
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 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 2023 and for 2024 is 2.50%.

Schedule 1 - Units affected by this Order:

1 DEAUVILLE LANE, TORONTO, Ontario, M3C 1Z6

101	112	123	305	318	408	420
102	114	124	307	319	409	501
103	115	125	308	320	410	502
104	116	126	309	401	411	503
105	117	127	310	402	414	504
106	118	128	312	403	415	505
107	119	129	314	404	416	506
108	120	130	315	405	417	111A
109	121	301	316	406	418	311A
111	122	303	317	407	419	411A

1 DEAUVILLE LANE, TORONTO, Ontario, M3C 1Z7

507	601	614	707	803	816
508	602	615	708	804	817
509	603	616	709	805	818
511	604	618	710	806	819
512	605	619	712	807	820
514	606	620	714	808	511A
515	607	701	715	809	611A
516	608	702	717	810	711A
517	609	703	718	811	811A
518	610	704	719	812	PH
519	611	705	720	814	
520	612	706	802	815	

Schedule 2 - Tenants who are Affected by this Order:

Abdul Raheem, Mohideen Ibrahim	Charaniya, Neelam
Abodunrin, Oriyomi	Cisneros, Harvey Perez
Adeel, Jasmine	Cordura, Agnes
Adeel, Jasmine	Cordura, Karl
Adeel, Michael	Damani, Ashmina
Adel, Samina	Dancel, France
Adelynia, Najeebullah	Daniel, Ashbeel
Adeyemi, Rahmat	Demerchant, Brenda
Adeyeye, Bolanie	Diaby, Fatoumata
Afrasiab, Qazi	Dopson, Brian
Aggarwal, Bharti	Equbamichael, Tesfaye Gebredngle
Ahmad, Belal	Espa, Esther Joy
Al Dahouk, Najeh	Esplana, Marife
Ali, Imdad	Fashina, Kafilat Olajumoke
Alif, Nasir Ali	Fernando, Ranga
Alqohbi, Mohammed	Fontenelle, Francisco
Amiri, Qurban Ali	Fontenelle, Maria
Anglesey, Joseph	Framorz, Jaoma
Araya, Yosief	Francis, Dwaine
Asefaw, Mussie Tsegay	Francis, Valeri
Asfaha, Wereku	Fraser, Devroy
August, Darryl	Furedi, Ilona Dikan
Augusta, Marie	Gabco, Emil
Ayo Barro, Therese Olga	Gabcova, Dominika
Azizi, Ewaz Ali	Galzote, Josefina
Bailon, Belen	Gauthey, Anthony
Bansal, Shruti	Gawhari, Ebadat Shah
Baquero Lindo, Giancarlo Andre	Ghawr, Freshta
Barton, Chris	Gokarakonda, Durga Mani
Bassotto Carrillo, Davy Alejandro	Gowie, Nicole
Belda, Alexander	Gray, Paul
Bennett, Paul	Greeley, Willow
Bernard, Daila	Guarin, Sandra Maritza
Beyn, Beyn	Haidari, Edriss
Bhaskar, Sushmitha	Hailemichael, Rahel Hagos
Bidar, Carmi	Hanifi, Haseebullah
Bidar, Roseller	Hashimi, Humaira
Bikar, Kamil	Hashiru, Baedahu
Bikarova, Iveta	Haslani, Rameez
Bolivar, Monica	Hassani, Mawladad
Bote, Dalia	Hassanieh, Fatouma
Bowron, John S	Hassanle, Leila
Boyanov, Ivan	Hensley, Lames
Boyanova, Evgeniya (Jenny)	Higham, John
Brown, William Michael	Hiremath, Akshatha
Byer-Fraser, Lynita	Holder, Andre

Hyacinth Gowie, Joyce
Ivanov, Radoslav
Jamaluddin, Allauddin
Javed, Samson
Kajari, Zoltan
Karimi, Katie
Karthik, Nadig
Khan, Arif
Khwaja, Fawad
Kidane, Abel Seyoum
Kidane, Helen
Kim, Seung-Ki
King, Richard
Kiran, Prabhu
Kiriakakis, George
Knight, Paul
Kojar, Elias
Koky, Jozef
Koshman, Angela
Kousoulas, Christos
Krasavac, Dejan
Kumar, Manish
Lee Gelvez, Lindy Laifei
Lefang, Paul Valery
Legate, J. Mark
Li, Hui (Amanda)
Liu, Xin Yue
Lopez, Antonio N
Lopez, Ilene
Lye, Engshi
MacDougall, Ashley
MacDougall, Richard
Mahrami, Keramuddin
Maleki, Marzia
Malhotra, Geetu
Manajero, Easter
McKane, Judith
McKenzie, Maxwell
Melko, Frantisek
Melkova, Renata
Mithwani, Saima
Mohammadi, Qais
Mohammed, Gulam Mohiuddin
Mohammed, Haneef Khan
Mohammed, Noorjahan
Montanez Velasquez, Laura Viviana
N'Guessan, Edi Alfred
Nam E Haq, Mohammad Haroon

Nazari, Mohamad Zia
Niazy, Fraidoon
Nigam, Amit
Noseworthy, Aether
Noseworthy, Barry
Noveloso, Marlon
Odinaev, Rustam
Olafenwa, Temitope
Onabajo, Bamidele
Oneh, Adeola
Oremade, Esther
Osmani, Ghezal
Pamintuan, Elisa
Pamintuan, Victorio
Panta, Lita
Papadogiannis, Georgina
Papadogiannis, Nektarios
Papadogiannis, Peter
Parrenas, Eddie
Parrenas, Helen
Patlola, Mahender
Pedersen, Julie
Pilgrim, Jason
Pollacsek, Rita
Pollak, Jan
Pollakova, Sona
Popoola, Taiwo O
Pryce, Rickeshia Renla
Qadam Ali, Ahmad Ali
Qaim Ali, Fouzia
Rahimi, Abas
Rahumathulla, Rakeeb
Rama, Klaudjo
Ramen, Tamana
Raymond, Enid
Raymond, Erin
Raza, Ali
Rogacion, Vernalyn
Ruttala, Vinoothna
Saber, Farhad
Sahin, Cihan
Samuel, Joe Varghese
Sarisska, Maria
Sarissky, Milos
Sarissky, Stefan
Selvaraj, Vigneshkumar
Servera, Vinor
Sidiq, Mahmood Gulam

Sobers, Diane H.
Soliven, Donelle
Spettoli, Jessica
Sultani, Abdul Wali
Sultani, Frozan
Sultani, Najeeb
Sultani, Nilofar
Sundaram, Muthukumae Meenakshi
Tarazona, Cesar
Taylor, Colleen
Tesfom, Miriam B
Tessema, Letezghi
Thakur Kshatri, Shivram Singh
Thi, Vi Phuoc (David)
Thomas, Deniece
Thomas, Pauline
Thomson, Matthew
Tolvajova, Darina

Turoczi, Sandor
Turoczi, Sandorne
Vadlamudi, Kiran Kumar
Vafaei, Seyed Sahand
Varghese, Roshni
Vermont, Sherla
Vusi, Sally
Vusi, Sally
Walters, Marlon
William, Patras
Williams, Antone
Yang, Kai Ge
Yeabio, Mhreteab
Zadran, Abdul Wali
Zadran, Sharifa
Zhang, Xiao
Zia, Maria
Zitsamele Coddy, Merveille

Schedule 3 - Ordered Rent Increase Above the Guideline**First Effective Date of Rent Increase in this Order is October 1, 2023**

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 October 1, 2023 to September 30, 2024				
Rental Unit Address	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
101, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
102, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
103, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
104, 1 DEAUVILLE LANE	2.38%	2.38%	12	2.38%
105, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
106, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
107, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
108, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
109, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
111, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
111A, 1 DEAUVILLE LANE	2.38%	2.38%	12	2.38%
112, 1 DEAUVILLE LANE	2.38%	2.38%	12	2.35%
114, 1 DEAUVILLE LANE	2.38%	2.38%	12	2.35%
115, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
116, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
117, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
118, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
119, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
120, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
121, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
122, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
123, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
124, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
125, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
126, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
127, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
128, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
129, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
130, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
301, 1 DEAUVILLE LANE	2.35%	2.35%	12	2.35%
303, 1 DEAUVILLE LANE	2.35%	2.35%	12	2.35%
305, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
307, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
308, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
309, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
310, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
311A, 1 DEAUVILLE LANE	2.38%	2.38%	12	2.38%
312, 1 DEAUVILLE LANE	2.35%	2.35%	12	2.35%
314, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
315, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
316, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%

For the period of October 1, 2023 to September 30, 2024				
Rental Unit Address	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
317, 1 DEAUVILLE LANE	2.35%	2.35%	12	2.35%
318, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
319, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
320, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
401, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
402, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
403, 1 DEAUVILLE LANE	2.38%	2.38%	12	2.38%
404, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
405, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
406, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
407, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
408, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
409, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
410, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
411, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
411A, 1 DEAUVILLE LANE	2.35%	2.35%	12	2.35%
414, 1 DEAUVILLE LANE	2.35%	2.35%	12	2.35%
415, 1 DEAUVILLE LANE	2.35%	2.35%	12	2.35%
416, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
417, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
418, 1 DEAUVILLE LANE	2.38%	2.38%	12	2.38%
419, 1 DEAUVILLE LANE	2.38%	2.38%	12	2.38%
420, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
501, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
502, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
503, 1 DEAUVILLE LANE	2.38%	2.38%	12	2.38%
504, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
505, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
506, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
507, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
508, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
509, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
511, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
511A, 1 DEAUVILLE LANE	2.38%	2.38%	12	2.38%
512, 1 DEAUVILLE LANE	2.35%	2.35%	12	2.35%
514, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
515, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
516, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
517, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
518, 1 DEAUVILLE LANE	2.38%	2.38%	12	2.38%
519, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
520, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
601, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
602, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
603, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
604, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
605, 1 DEAUVILLE LANE	2.38%	2.38%	12	2.38%
606, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
607, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
608, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%

For the period of October 1, 2023 to September 30, 2024				
Rental Unit Address	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
609, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
610, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
611, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
611A, 1 DEAUVILLE LANE	2.38%	2.38%	12	2.38%
612, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
614, 1 DEAUVILLE LANE	2.38%	2.38%	12	2.38%
615, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
616, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
618, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
619, 1 DEAUVILLE LANE	2.35%	2.35%	12	2.35%
620, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
701, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
702, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
703, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
704, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
705, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
706, 1 DEAUVILLE LANE	2.35%	2.35%	12	2.35%
707, 1 DEAUVILLE LANE	2.35%	2.35%	12	2.35%
708, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
709, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
710, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
711A, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
712, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
714, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
715, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
717, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
718, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
719, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
720, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
802, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
803, 1 DEAUVILLE LANE	2.38%	2.38%	12	2.38%
804, 1 DEAUVILLE LANE	2.38%	2.38%	12	2.38%
805, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
806, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
807, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
808, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
809, 1 DEAUVILLE LANE	2.38%	2.38%	12	2.38%
810, 1 DEAUVILLE LANE	2.38%	2.38%	12	2.38%
811, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
811A, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
812, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
814, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
815, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
816, 1 DEAUVILLE LANE	2.35%	2.35%	12	2.35%
817, 1 DEAUVILLE LANE	2.35%	2.35%	12	2.35%
818, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
819, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
820, 1 DEAUVILLE LANE	2.40%	2.40%	12	2.40%
PH, 1 DEAUVILLE LANE	2.35%	2.35%	12	2.35%

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 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 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 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 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.