



Order under Section 126 Residential Tenancies Act, 2006

File Number: LTB-L-013898-25

In the matter of: 3161 Eglinton Avenue East, Toronto, Ontario, M1J 2G7

Between: Best Rank Investments Inc Landlord

and

Refer to attached Schedule 2 Tenants

Best Rank Investments 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 February 18, 2026, at 9:00 a.m.

The following parties attended the hearing on behalf of the Landlord: the Landlord's Legal Representative, Al Dharsee; and the Landlord's Agents, Raana Choudhry and Chaminda Herath.

Tenants from the following units attended the hearing: 209, 210, 211, 305, 306, 406, 614, 704, 708, 712, 902, 1004, 1006, 1102, 1112 and 1115.

The Certificate of Service filed by the Landlord on January 12, 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: 109, 110, 206, 307, 407, 409, 411, 503, 505, 509, 512, 601, 602, 604, 607, 702, 706, 709, 914, 1102, 1105, 1111, 1204, 1207, and 1215.

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

1. The maximum rent increase above the guideline because of capital expenditures is **1.00%**. This increase is for the following capital expenditures:
 - a. Roof Replacement and Waterproofing; and
 - b. Underground Garage Ramp Repair.

2. Where the Landlord's application requests an increase of 1.21%, the maximum increase above the guideline for these units is 1.00%. This increase is to be taken in the first year.
3. Where the Landlord requested an increase of 0.74%, the maximum increase above the guideline for these units is 0.74%. This increase will be taken in the first year.
4. The weighted useful life for the capital expenditures is as specified on Schedule 3.
5. The first effective date of the rent increase above the guideline is June 1, 2025.

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 Tenant{s} 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.
4. 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.

May 13, 2026

Date Issued

Roxanne Theriault

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 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 2025 is 2.50%, and for 2026 is 2.10%.

Schedule 1 - Units affected by this Order:**3161 Eglinton Avenue East, Toronto, Ontario, M1J 2G7**

101	403	711	1004
102	404	712	1005
103	405	714	1006
104	406	715	1007
105	408	801	1008
106	410	802	1009
111	412	803	1010
112	414	804	1012
201	415	805	1014
203	501	806	1101
204	502	807	1103
205	504	808	1104
207	506	809	1106
208	507	810	1107
209	508	811	1108
210	511	812	1109
211	514	814	1110
212	515	815	1112
214	603	901	1114
301	605	902	1115
302	608	903	1202
303	609	905	1203
304	610	906	1205
305	611	907	1206
306	614	908	1208
309	615	909	1209
310	701	910	1210
311	703	911	1211
312	704	912	1212
314	705	915	1214
315	707	1001	
401	708	1002	
402	710	1003	

Schedule 2 - Tenants who are Affected by this Order:

Abdi, Anisa	Kadri, Sadaf
Abdullah, Ahmad	Kaitharathga, Anmary
Ahamed, Shagufta	Kalenga, Mwaidi
Ahmed, Afrah	Kamal, Anney
Ahmed, Mohammad	Kamran, Syed
Aiwekhoe, Joy	Kankalingam, Sasimala
Amirthalingam, Amirthalingam	Khan, Amna
Amparo, Larilyn	Khan, Shehla
Anandarajah, Saleethan	Khawaja, Shirjeel
Arain, Mohammad	Kugenthiraja, Rajany
Arudchelvan, Arampamoorth	Kuthadi, Avanthika
Aryaee, Faziluddin	Lakhan, Ram
Baksh, Adam	Lemule, Merveille
Bersamina, Alma	Luluquisin, Imelda
Biswas, Sushmita	Mahendran, Thangamany
Butt, Rahman	Mahin, S.M.
Candelaria, Rapheal	Malang, Shakeela
Carreon, Norberto	Martinez, Caridad
Castillo, Marlyn	Meiyalagan, Pathmavathy
Celestine, Daleba	Ming, Hung
Charmain, Denise	Mohammad, Mohib
Chhabra, Malvi	Mohammed, Samiuddin
Chowdhury, Muhammad	Motala, Saheda
Ciano, Grace	Murugesu, Sumaithanikini
Desravine, Jose	Muslem, Abdul
Dey, Rajib	Mutturajah, Norbert
Dominguito, Brigitte	Nadarajah, Sujeevan
Ekhatior, Mercy	Nageswarasarma, Renuka
Etienne, Jeanette	Nath, Julon
Faheemuddin, Syed	Obeng, James
Fathima, Sumera	Okhuoya, Vivian
Felix, Majory	Packiyarajah, Suthas
Fitriyanti, Mariyah	Paktiawal, Nazdana
Gaddameedi, Indira	Parveen, Kausar
Gaffoor, Nowfer	Pathmanathan, Eswaranathan
George, Aneetta	Piedrasanta, Carlo
Ghanchi, Zubeda	Pierre, Herve
Gowher, Fatima	Pitamber, Baldeo
Gowher, Hajara	Qamar, Muhammad
Gunaratnam, Pratheepan	Rafi, Mahajabin
Habib, Mohammed	Rahumathulla, Mohamed
Hashmi, Javed	Rajah, Namagel
Indrabaganan, Sujitha	Rajalingam, Vijayalaksmi
Jumig, Edsel	Rajasingam, Jeyamanie

Ramasamy, Rajeswari
Ramcharan, Permesar
Ramcharan, Rohanie
Ramcharan, Saleema
Ramdhanie, Damyantee
Rampat, Sirpaul
Ramsaran, Romina
Rani, Sushila
Rasul, Shafiqa
Razzaq, Ali
Renonce, Wilman
Ruban, Geeta
Saeed, Siham
Sana, Fathima
Sankaran, Ketheeswaran
Sebastian, Divya
Selvakumar, Radhikumary
Shah, Syed
Shaikh, Riaz
Shanmugaratnam, Ellango
Sharif, Gamil Ali

Sharif, Kausar
Sinnathamby, Sivakaran
Sobananantha, Vallipuranathan
Somasundram, Thanapalan
Sooriyakumaran, Kanageswary
Sribaskaran, Vathana
Subramaniam, Krishnakumari
Sutharsanam, Arasendran
Swani, Donald
Thalnerkar, Varad
Thangavel, Mahalingam
Tharmalingam, Srivadhani
Thayaparan, Kanagasabai
Udayakumar, Sutha
Vallipuranathan, Logeswary
Vasikaran, Arulvily
Veerasingam, Tirulokan
Venkataramani, Sethuraman
Vinayagamoorthy, Vijayashankar
Yoganathan, Subramaniam

Schedule 3 - Ordered Rent Increase Above the Guideline**First Effective Date of Rent Increase in this Order is June 1, 2025**

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.

Rental Unit Address	For the Period of June 1, 2025 to May 31, 2026			
	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
101, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
102, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
103, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
104, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
105, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
106, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
111, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
112, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
201, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
203, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
204, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
205, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
207, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
208, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
209, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
210, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
211, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
212, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
214, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
301, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
302, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
303, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
304, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
305, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
306, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
309, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
310, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
311, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%

	For the Period of June 1, 2025 to May 31, 2026			
Rental Unit Address	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
312, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
314, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
315, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
401, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
402, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
403, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
404, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
405, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
406, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
408, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
410, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
412, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
414, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
415, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
501, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
502, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
504, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
506, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
507, 3161 Eglinton Avenue East	0.74%	0.74%	15	0.74%
508, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
511, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
514, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
515, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
603, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
605, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
608, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
609, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
610, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
611, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
614, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
615, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
701, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
703, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
704, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
705, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
707, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%

	For the Period of June 1, 2025 to May 31, 2026			
Rental Unit Address	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
708, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
710, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
711, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
712, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
714, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
715, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
801, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
802, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
803, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
804, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
805, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
806, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
807, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
808, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
809, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
810, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
811, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
812, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
814, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
815, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
901, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
902, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
903, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
905, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
906, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
907, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
908, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
909, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
910, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
911, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
912, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
915, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1001, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1002, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1003, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1004, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%

	For the Period of June 1, 2025 to May 31, 2026			
Rental Unit Address	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
1005, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1006, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1007, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1008, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1009, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1010, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1012, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1014, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1101, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1103, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1104, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1106, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1107, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1108, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1109, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1110, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1112, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1114, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1115, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1202, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1203, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1205, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1206, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1208, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1209, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1210, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1211, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1212, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%
1214, 3161 Eglinton Avenue East	1.00%	1.00%	15	1.00%

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 2025 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 2025 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.