Order under Section 126
Residential Tenancies Act, 2006

Citation: Hasoulas Property Holdings Corp HPHC v Fernandez, 2026 ONLTB 40467
Date: 2026-05-22
File Number: LTB-L-083487-23

In the matter of: 6 Hill Heights Road, Etobicoke, Ontario, M8Y 1Z1

Between: Hasoulas Property Holdings Corp HPHC — Landlord

And

Refer to attached Schedule 2 — Tenants

Hasoulas Property Holdings Corp HPHC (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 a written hearing. No submissions were received from the Tenants.

Preliminary Matters:

1. A case management hearing was heard on October 9, 2025, but the file did not settle and was directed to a written merits hearing. No submissions have been received from the Tenants.
2. The Landlord did not respond to the Deficiency Letter sent by the Board on November 18, 2025 regarding the missing evidence of cost for Capital Expenditure #4 (Laundry Room Upgrades). This issue will be addressed below where these reasons address that specific project.

It is determined that:

3. I find that the Landlord has justified a rent increase above the guideline because the Landlord incurred an eligible capital expenditure for the residential complex or one or more of the rental units in it.

THE DEFINITION OF CAPITAL EXPENDITURE

4. The Landlord must lead evidence to establish that each of the capital expenditures claimed meets the definition of "capital expenditure" as set out in s. 18(1) of the regulation. It says:

   "capital expenditure" means an expenditure for an extraordinary or significant renovation, repair, replacement or new addition, the expected benefit of which extends for at least five years including,

a. an expenditure with respect to a leased asset if the lease qualifies as determined under subsection (2), and

b. an expenditure that the landlord is required to pay on work undertaken by a municipality, local board or public utility, other than work undertaken because of the landlord's failure to do it,

but does not include,

c. routine or ordinary work undertaken on a regular basis or undertaken to maintain a capital asset in its operating state, such as cleaning and janitorial services, elevator servicing, general building maintenance, grounds-keeping and appliance repairs, or

d. work that is substantially cosmetic in nature or is designed to enhance the level of prestige or luxury offered by a unit or residential complex;

"ELIGIBLE" CAPITAL EXPENDITURES

5. In addition to meeting the definition of capital expenditure, each of the Landlord's claimed items must be an "eligible" capital expenditure.

6. Subsections 126(7) and (8) of the Act say:

   (7) Subject to subsections (8) and (9) and except under the prescribed circumstances, a capital expenditure is an eligible capital expenditure for the purposes of this section if,

   a. it is necessary to protect or restore the physical integrity of the residential complex or part of it;

   b. it is necessary to comply with subsection 20 (1) or clauses 161 (a) to (e);

   c. it is necessary to maintain the provision of a plumbing, heating, mechanical, electrical, ventilation or air conditioning system;

   d. it provides access for persons with disabilities;

   e. it promotes energy or water conservation; or

   f. it maintains or improves the security of the residential complex or part of it.

   (8) A capital expenditure to replace a system or thing is not an eligible capital expenditure for the purposes of this section if the system or thing that was replaced did not require major repair or replacement, unless the replacement of the system or thing promotes,

g. access for persons with disabilities;

h. energy or water conservation; or

i. security of the residential complex or part of it.

THE 18-MONTH WINDOW

7. Pursuant to s. 26(2) of the regulation a rent increase shall not be ordered in respect of a capital expenditure unless the work was completed during the 18-month period ending 90 days before the effective date of the first intended rent increase referred to in the application. In this case the 18-month window is from May 3, 2022 to November 3, 2023.

8. The expenditure must also be "incurred" which essentially means the work must have been paid for prior to the application being filed. This is not an issue with respect to any of the items claimed in this application.

THE USEFUL LIFE

9. If the expenditure meets the requirements set out above, then the Board must establish the useful life of the work done in order to calculate the allowable increase.

10. Section 27 of the regulation says:

    27. (1) The useful life of work done or a thing purchased shall be determined from the Schedule subject to the following rules:

    a. Where the useful life set out in Column 3 of the Tables in the Schedule is less than 10 years, the useful life of work done or a thing purchased shall be deemed to be 10 years.

    b. If, when a thing is purchased, it has previously been used, the useful life of the thing shall be determined taking into account the length of time of that previous use.

    c. If the work done or thing purchased does not appear in the Schedule, the useful life of the work or thing shall be determined with reference to items with similar characteristics that do appear in the Schedule.

    d. Despite paragraphs 2 and 3, for the purposes of making a finding under this section, the useful life of work done or a thing purchased shall not be determined to be less than 10 years.

    (2) If the useful life of work done or a thing purchased cannot be determined under subsection (1) because the work or thing does not appear in the Schedule and no item with similar characteristics appears in the Schedule, the useful life of the work

or thing shall be what is generally accepted as the useful life of such work or thing but in no case shall the useful life be determined to be less than 10 years.

<u>Capital Expenditure</u>

11. The Landlord justified a rent increase above the guideline because of capital expenditures.

12. The rent increase above the guideline because of capital expenditure is not the same for all of the affected units. The maximum rent increase above the guideline is 1.57%, but the increase is lower for Tenants who have moved into their units more recently or who are not affected by some of the capital expenditures. See Schedule 3 for the unit specific increases.

13. The Landlord's application is for the following capital expenditures:

    a. Capital Expenditure #1 – New Mailboxes – Supply & Install;
    b. Capital Expenditure #2 – Roof Repairs & Upgrades;
    c. Capital Expenditure #3 – New Notice Board – Front Lobby;
    d. Capital Expenditure #4 – Laundry Room Upgrades;
    e. Capital Expenditure #5 – Asphalt Paving & Concrete Parking Curbs;
    f. Capital Expenditure #6 – New Boiler Circulating Pump; and
    g. Capital Expenditure # 7– Ventilation System Upgrades & Repairs.

Capital Expenditure #1 – New Mailboxes – Supply & Install

14. This capital expenditure relates to the supply and installation of new mailboxes at 6 Hill Heights Road, Etobicoke, Ontario (the “Residential Complex”). The Landlord justifies this capital expenditure under subsection 126(7)(b) of the Act as it was necessary to comply with subsection 20(1) of the Act, and under subsection 126(7)(f) to improve the security of the residential complex. The Landlord explains the project’s reason and scope in Schedule 2(c) of the application where it is alleged the “mailboxes were original to the building with numerous keys were in circulation,” and that this caused security concerns for the Tenants. The Landlord claims a total cost of $7,813.82.

15. The Landlord filed invoice #22-05220 from Metro Hardware dated December 6, 2022 in the amount of $6,949.59 for supply and installation of mailboxes at the Residential Complex, as well as work an invoice for order 1911572 from Olympia Tile + Stone dated $864.32 for tile work related to the mailbox installation. The invoices describe the work and materials supplied to the project, and are each accompanied by proof of payment by the Landlord. These materials demonstrate the scope of the project, its relation to the claim for Capital Expenditure #1 in the application, and the project’s total cost of $7,813.82.

16. The Landlord has designated a useful life for Capital Expenditure #1 of 15 years, which is consistent with the value for “mailboxes” at line 5 of Table 9 (“Specialties”) in the Schedule to O. Reg. 516/06. I find that the tile work is incidental to the overall project of mailbox installation, and it is therefore appropriate to apply the value in line 5 of Table 9 of the Schedule to the useful life of Capital Expenditure #1.

Conclusions for Capital Expenditure #1

17. In conclusion, I find that the installation of mailboxes by the Landlord at the Residential Complex meets the definition of capital expenditure contained in subsection 18(1) of O. Reg 516/06 as it constitutes a significant renovation, repair or replacement, the expected benefit of which extends for at least five years. It benefits all units in the residential premises. The work is eligible under subsection 126(7)(b) of the Act as it was necessary to comply with subsection 20(1) of the Act, and under subsection 126(7)(f) to improve the security of the residential complex. I am also satisfied that the work related to this capital expenditure was completed within the 18-month period as set out in s. 26(2) of O. Reg. 516/06.

18. The project cost was $7,813.82.

19. The useful life for the capital expenditure is 15 years.

Capital Expenditure #2 – Roof Repairs & Upgrades

20. This capital expenditure relates to roof repairs and upgrades at the Residential Complex. The Landlord justifies this capital expenditure under subsection 126(7)(a) of the Act as it was necessary to protect or restore the physical integrity of the residential complex or part of it. The Landlord explains the project’s reason and scope in Schedule 2(c) of the application where it is alleged the “existing roof was failing and out living its usefulness, deteriorating and developing water leaks.” The Landlord claims a total cost of $23,249.75.

21. The Landlord filed invoice #5341 from Spiros Aluminum & Roofing Inc. dated December 9, 2022 for work valued at $23,249.75 and described as follows:

> ***ROOF Flat***
> *- Supply and install fire protection board with plates and screws primed*
> *- Supply and install IKO torch down 2.2 base*
> *- Supplv and install IKO torch down 250 cap*
> *- Install new roof drain with new downpipe*
>
> ***Aluminum***
> *- Supply and install new large fascia board (3/4” plywood)*
> *- Supply and install new soffit*
>
> ***Sheet metal beneath window and at the front of the building***

22. The Landlord also filed proof of payment for the work completed by Spiros Aluminum & Roofing Inc. These materials demonstrate the scope of work, its relation to Capital Expenditure #2 claimed in the application, and the full cost of the project.

23. The Landlord has designated a useful life for Capital Expenditure #2 of 20 years, which is consistent with the values for “inverted four-ply roof” at line 13 and “single ply roof” at line 16 of Table 6 (“Thermal Moisture and Protection”) in the Schedule to O. Reg. 516/06. I therefore find that a value of 20 years for the useful life of the roof repairs is justified for this project under section 27 of the Regulation.

Conclusions for Capital Expenditure #2

24. In conclusion, I find that roof repairs and upgrades completed by the Landlord at the Residential Complex meet the definition of capital expenditure contained in subsection 18(1) of O. Reg 516/06 as it constitutes a significant renovation, repair or replacement, the expected benefit of which extends for at least five years. It benefits all units in the residential premises. The work is eligible under subsection 126(7)(a) as it was necessary to protect or restore the physical integrity of the residential complex or part of it. I am also satisfied that the work related to this capital expenditure was completed within the 18-month period as set out in s. 26(2) of O. Reg. 516/06.

25. The project cost was $23,249.75.

26. The useful life for the capital expenditure is 20 years.

Capital Expenditure #3 – New Notice Board – Front Lobby

27. This capital expenditure relates to supply and installation of a new notice board in the front lobby of the Residential Complex. The Landlord justifies this capital expenditure under subsection 126(7)(b) of the Act as it was necessary to comply with subsection 20(1) of the Act and “to comply with City of Toronto posting requirements”. The Landlord explains the project’s reason and scope in Schedule 2(c) of the application where it is alleged the “existing notice board needed to be enlarged to meet posting requirements City of Toronto bylaws. The Landlord claims a total cost of $350.30.

28. The Landlord filed invoice #147813 from Metro Hardware dated February 10, 2023 in the amount of $350.30 for supply of a notice board. No charges are identified for installation of the notice board, but it is reasonable to assume that the Landlord arranged for installation and did not add any amount to the cost of the project. The Landlord did supply proof of payment for the notice board.

Eligibility of Capital Expenditure #3 Under Subsection 18(1) of O. Reg. 516/06

29. The definition of a "capital expenditure" under subsection 18(1) of O. Reg. 516/06 requires that an expenditure be "for an extraordinary or significant renovation, repair, replacement or new addition." The phrase "extraordinary and significant" distinguishes capital expenditures from routine business costs and regular business operations. Although a notice board may be expected to last more than 5 years, the value of this project alone demonstrates that it is not "extraordinary or significant". Therefore, I find that Capital Expenditure #3 does not meet the definition of "capital expenditure" under subsection 18(1) of O. Reg. 516/06 and must be denied.

Capital Expenditure #4 – Laundry Room Upgrades

30. This capital expenditure relates to upgrades to the laundry room at the "Residential Complex". The Landlord justifies this capital expenditure under subsection 126(7)(b) of the Act as it was necessary to comply with subsection 20(1) of the Act. The Landlord explains the project's reason and scope in Schedule 2(c) of the application where it is alleged the "broken floor tiles were a trip hazard & danger. 10 year old paint was dirty, flaking, peeling, and discoloured." The Landlord claims a total cost of $4,520.00.

31. On November 18, 2025, the Board reviewed the materials filed in support of Capital Expenditure #4, and emailed the Landlord a Deficiency Letter, which provides in part as follows:

> *The Board has identified the following deficiencies with your application:*
>
> > *The Board has identified that you are missing some evidence of costs for capital expenditures claimed. Specifically, you are missing the evidence of cost for capital expenditure 4.*
> >
> > *You must provide the Board with evidence of costs incurred for each capital expenditure claimed. Evidence of costs is typically provided in the form of invoices.*

The Landlord did not respond to the Deficiency Letter, and the Board has not been provided with evidence necessary to prove Capital Expenditure #4. Therefore, Capital Expenditure #4 is denied.

Capital Expenditure #5 – Asphalt Paving & Concrete Parking Curbs

32. This capital expenditure relates to asphalt paving and the installation of concrete parking curbs at the Residential Complex. The Landlord justifies this capital expenditure under subsection 126(7)(b) of the Act as it was necessary to comply with subsection 20(1) of the Act. The Landlord explains the project's reason and scope in Schedule 2(c) of the application where it is alleged the "existing asphalt

was 20 years old, developing potholes and surface failures collecting water puddles." The Landlord claims a total cost of $39,098.00.

33. The Landlord filed invoice #1023 from King S & L Paving Ltd. dated August 28, 2023 for working totalling $39,098.00 and described as follows:

> *Paving (side area)*
> - *Remove and dispose of existing asphalt*
> - *supply 3/4 crushed stone and insta·11 appropriate grade*
> - *supply and install 1.5 inches of HL8 asphalt*
> - *supply and install 1.5 inches of HL3 asphalt*
> - *install parking lot lines (to be coordinated with H.P.H.C. office)*
>
> *Parking curbs*
> - *supply and install 24 pre-cast parking curbs and remove and dispose of old parking curbs*
>
> *Paving (back area)*
> - *Remove and dispose of existing asphalt and sod in designated areas*
> - *supply 3/4 crushed stone and install appropriate grade*
> - *supply and install 1.5 inches of HL8 asphalt*
> - *supply and install 1.5 inches of HL3 asphalt*
> - *install parking lot lines*
>
> *Parking curbs*
> - *supply and install 4 pre-cast parking curbs*

34. The Landlord supplied proof of payment for Invoice #1023, as required. The "Capital Expenditures: Additional Details" form for Capital Expenditure #5 also contains a note further explaining the payment of this project as follows:

> The driveways for 3 Hill Heights and 6 Hill Heights were paved at the same time. Both were invoiced separately. King Paving Invoice #1023 was for 6 Hill Heights for $39,098.00 and 3 Hill Heights Invoice# 1024 attached FYI) was for $43,166.00. Total $82,264.00. Three Landlord cheques #2792, 2812, & 2813 paid this total amount and payments were pro-rated between the two paving projects.

35. The materials filed by the Landlord demonstrate the scope of the project, its relation to the claim for Capital Expenditure #5 in the application, and the project's total cost of $39,098.00.

36. The Landlord specifies a useful life for Capital Expenditure #5 of 15 years, which is consistent with "asphalt parking lots, driveways and walkways" at line 9 of Table 1 ("Sitework") of the Schedule to O. Reg. 516/06. I also note that "concrete parking lots, driveways and walkways" at line 10 of the same table are given the same useful life of 15 years. This would account for any concrete work that was ancillary

to the project. Therefore, I find it appropriate to assign a useful life of 15 years for Capital Expenditure #5.

Conclusions for Capital Expenditure #5

37. In conclusion, I find that the asphalt paving and the installation of concrete parking curbs completed by the Landlord at the Residential Complex meet the definition of capital expenditure contained in subsection 18(1) of O. Reg 516/06 as this work constitutes a significant renovation, repair or replacement, the expected benefit of which extends for at least five years. It benefits all units of the residential premises. The work is eligible under subsection 126(7)(b) as it was necessary to comply with subsection 20(1) of the Act. I am also satisfied that the work related to this capital expenditure was completed within the 18-month period as set out in s. 26(2) of O. Reg. 516/06.

38. The project cost was $39,098.00.

39. The useful life for the capital expenditure is 15 years.

Capital Expenditure #6 – New Boiler Circulating Pump

40. This capital expenditure relates to installation of a new boiler circulating pump for the Residential Complex. The Landlord justifies this capital expenditure under subsection 126(7)(c) as it was necessary to maintain the provision of a heating, ventilation or air conditioning system. The Landlord explains the project's reason and scope in Schedule 2(c) of the application where it is alleged the "boiler circulating pump failed and needed to be replaced." The Landlord claims a total cost of $1,096.10.

41. The Landlord filed an invoice from Attid Mechanical Inc. dated October 18, 2022 for work valued at $1,096.10 related to the installation of a new boiler circulating pump. The invoice also explains the failure of the old pump and documented the time spent to complete the work. The Landlord also supplied proof of payment for the invoice. I find that the scope of work is self-evident from its description in the application.

42. The Landlord specifies a useful life of 15 years for this project, which is consistent with the useful life given to "hot water boilers" at line 2 of Table 13 ("Mechanical") in the Schedule to O. Reg. 516/06. As the pump is an integral part of the boiler, a useful life of 15 years is reasonable.

Conclusions for Capital Expenditure #6

43. In conclusion, I find that the Landlord's replacement of the boiler circulating pump at the Residential Complex meets the definition of capital expenditure contained in subsection 18(1) of O. Reg 516/06 as it constitutes a significant renovation, repair or replacement, the expected benefit of which extends for at least five years. It

benefits all units in the residential premises. The work is eligible under subsection 126(7)(c) as it was necessary to maintain the provision of a heating, ventilation or air conditioning system. I am also satisfied that the work related to this capital expenditure was completed within the 18-month period as set out in s. 26(2) of O. Reg. 516/06.

44. The project cost was $1,096.10.

45. The useful life for the capital expenditure is 15 years.

Capital Expenditure #7 – Ventilation System Upgrades & Repairs

46. This capital expenditure relates to ventilation system upgrades and repairs at the Residential Complex. The Landlord justifies this capital expenditure under subsection 126(7)(c) as it was necessary to maintain the provision of a heating, ventilation or air conditioning system. The Landlord explains the project's reason and scope in Schedule 2(c) of the application where it is alleged the "ventilation system motor failed and needed to be replaced along with blower blades & pulley." The Landlord claims a total cost of $4,746.00.

47. The Landlord filed an invoice from Attid Mechanical Inc. dated August 4, 2022 for work valued at $4,726.00 for the work described by the Landlord in the application related to Capital Expenditure #7. The invoice also explains the reasons for the work. The Landlord supplied proof of payment for the invoice. I find that the scope of work is self-evident from its description in the application.

48. The Landlord specifies a useful life of 15 years for this project but did not explain the basis for this value. A useful life of 20 years is given for "exhaust and supply fans" at line 10 of Table 13 ("Mechanical") in the Schedule to O. Reg. 516/06. Clause 3 of subsection 27(1) of the Regulation provides that the Schedule does not specify a value for work done or a thing purchased, "the useful life of the work or thing shall be determined with reference to items with similar characteristics that do appear in the Schedule." In this case, I find that the useful life of "exhaust and supply fans" has the most similar characteristics to Capital Expenditure #7. Therefore, I find that a useful life of 20 years should be assigned to this project.

Conclusions for Capital Expenditure #7

49. In conclusion, I find that the ventilation system upgrades and repairs by the Landlord at the Residential Complex meet the definition of capital expenditure contained in subsection 18(1) of O. Reg 516/06 as it constitutes a significant renovation, repair or replacement, the expected benefit of which extends for at least five years. It benefits all units in the residential premises. The work is eligible under subsection 126(7)(c) as it was necessary to maintain the provision of a heating, ventilation or air conditioning system. I am also satisfied that the work related to this capital expenditure was completed within the 18-month period as set out in s. 26(2) of O. Reg. 516/06.

50. The project cost was $4,746.00.

51. The useful life for the capital expenditures is 20 years.

Consideration of Subsection 205(2) of the Act Regarding Affordability

52. The Tenants did not raise the issue of affordability, but the Board must consider its discretion under subsection 205(2) of the Act, which provides as follows:

> *205.(2) If the Board makes an order for a rent increase above the guideline and the order is made three months or more after the first effective date of a rent increase in the order, the Board may provide in the order that if a tenant owes any sum of money to the landlord as a result of the order, the tenant may pay the landlord the amount owing in monthly instalments.*

53. This order is made more than three months after the first effective date of rent increase described in the application. Factors relevant to the Board's discretion under subsection 205(2) include the rate of the rent increase, the possible amounts of accumulated arrears and the Tenant's ability to pay. While the Board has no specific evidence about the Tenant's ability to pay the rent increase resulting from this order, I have considered the rate of increase, the length of time having passed since the first effective date and the rental information provided by the Landlord in the application. In these circumstances, I find it fair to allow the parties ninety (90) days to pay any amounts resulting from this order.

54. The weighted useful life for the capital expenditures is as specified on Schedule 3.

<u>General</u>

55. The Certificate of Service filed by the Landlord on December 11, 2025, indicates that some rental units listed in the application were not served with the application and notice of hearing. The LTB 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: 1, 3, 5, 106 and 304.

56. The first effective date of the rent increase above the guideline is February 1, 2024.

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 ninety (90) days of the date of this order.

May 22, 2026
Date Issued

Andreas von Cramon
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 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 2024 and 2025 is 2.50%.

Schedule 1 - Units affected by this Order:

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Schedule 2 - Tenants who are Affected by this Order:

Allin, Catherine A.
Arruda, Lucy
Bilow, Victoria Elizabeth
Da Silva, Jenny M.
Fabregui, Matias Alonso Sandoval
Fernandez, Jocelyn Alod
Harmer, Drew
Herbert, Jennifer
Hossen, Mohammad
Kiani, Mohammad
Kij, Jacek Robert
Kulis, Frank
Lledo, Tracy Ann
Makarova, Olha
McMullen, Andrew
McMullen, Kari
Monton, Kathleen
Mounir, Moncef
Norris, David Joseph
Pancratov, Alexandru
Pancratov, Rodica
Pyasta, Oleg
Pyasta, Olexandra
Quinton, Colin
Rodriguez, Oscar Eduardo
Scrys, Arenas
Silva, Alejandra Fabregui
Sugrue, Christopher Patrick
Tambulatov, Nikhail
Trainiene, Dalia
Tutenkovski, Slavoljub

Schedule 3 - Ordered Rent Increase Above the Guideline
First Effective Date of Rent Increase in this Order is February 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 February 1, 2024 to January 31, 2025				
Rental Unit Address	**% inc for Cap Exp (Max 3%)**	**Total Increase (Excludes Guideline)**	**Weighted Useful Life**	**Total % for Cap Exp**
4, 6 Hill Heights Road	1.57%	1.57%	17	1.57%
6, 6 Hill Heights Road	1.57%	1.57%	17	1.57%
7, 6 Hill Heights Road	1.57%	1.57%	17	1.57%
101, 6 Hill Heights Road	1.57%	1.57%	17	1.57%
102, 6 Hill Heights Road	1.57%	1.57%	17	1.57%
103, 6 Hill Heights Road	1.57%	1.57%	17	1.57%
105, 6 Hill Heights Road	1.57%	1.57%	17	1.57%
107, 6 Hill Heights Road	1.57%	1.57%	17	1.57%
108, 6 Hill Heights Road	1.57%	1.57%	17	1.57%
201, 6 Hill Heights Road	1.57%	1.57%	17	1.57%
202, 6 Hill Heights Road	1.57%	1.57%	17	1.57%
203, 6 Hill Heights Road	1.57%	1.57%	17	1.57%
204, 6 Hill Heights Road	1.57%	1.57%	17	1.57%
205, 6 Hill Heights Road	1.57%	1.57%	17	1.57%
206, 6 Hill Heights Road	1.57%	1.57%	17	1.57%
207, 6 Hill Heights Road	1.57%	1.57%	17	1.57%
208, 6 Hill Heights Road	1.57%	1.57%	17	1.57%
301, 6 Hill Heights Road	1.57%	1.57%	17	1.57%
302, 6 Hill Heights Road	0.00%	0.00%	0	0.00%
303, 6 Hill Heights Road	1.57%	1.57%	17	1.57%
305, 6 Hill Heights Road	1.57%	1.57%	17	1.57%
306, 6 Hill Heights Road	1.57%	1.57%	17	1.57%
307, 6 Hill Heights Road	1.57%	1.57%	17	1.57%
308, 6 Hill Heights Road	1.57%	1.57%	17	1.57%

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 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 the period 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.