



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

File Number: LTB-L-000494-25

In the matter of: 31 Saint Eugene Street, Brampton, Ontario,
L6Y0K8

Between: Eman Tadrous Landlord
David Guirguis

And

Ayesha Nadakavukaran Tenant

Eman Tadrous and David Guirguis (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 Tenant, Ayesha Nadakavukaran.

It is determined that:

Municipal Taxes and Charges

1. 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).
2. The maximum rent increase above the guideline because of an extraordinary increase in the cost for municipal taxes and charges is 0.46%. This increase is to be taken in the first year.
3. I have accepted the Landlord’s amended application filed with the Board on March 5, 2026.
4. The first effective date of the rent increase above the guideline is April 1, 2025.

Maintenance

5. The Tenant submits that there are maintenance issues which they argue, support that the Landlord's application should be dismissed. These issues are as follows:
 - a. There was a maintenance issue with the hot water tank which resulted in no hot water in the house which lasted for approximately two and a half weeks to which the Landlord did not promptly respond when the issue was raised.
 - b. Glass window panel once flew away and Tenant lived for 3 months with plywood in place.
 - c. Landlord will not do duct cleaning and Tenant is breathing in dust.
 - d. Kitchen leak and Landlord did not "appear" until after two months.
6. Subsection 126(12) of the *Act* refers to serious, ongoing breaches of the Landlord's maintenance obligations. I am not satisfied that maintenance issues raised by the Tenant, even if they remain outstanding, would rise to the level of a serious breach of the Landlord's maintenance obligations. A disrepair problem that is not "serious" as that term is used under the *Act* is not relevant to these proceedings. However, the Tenant is entitled to file their own applications at the Board in respect of these issues.

Out of Scope Submissions

7. The Tenant, made submissions, including text message evidence, on matters which, while I understand are important to the Tenant, are not matters which the *Act* permits me to consider on the hearing of this application. The issues raised by the Tenant which are not relevant to my findings here are as follows:
 - a. That the Tenant had a high water bill due to a leak and there were some discussions the Landlord had with the maintenance technician about the Landlord's or someone's insurance plan covering repairs, and then the Tenant alleges that they were unknowingly signed up for a monthly "Plumbing Protection Plan" with Reliance, having a bill in their name to which they cancelled – upon inquiry with the Landlord they were not given a proper explanation.
 - b. That the Landlord asked for \$500 more in monthly rent twice.
8. 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 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.

It is ordered that:

1. The Landlord may increase the rents charged by 0.46% for the units set out in the Order.
2. The percentage increase set out in paragraph 1 is to be taken within the time period of April 1, 2025, to March 31, 2026.
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 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.

June 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. 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.
2. 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.
3. The annual guideline for 2025 is 2.50% and 2026 is 2.10%.