



Order under Section 126 Residential Tenancies Act, 2006

File Number: LTB-L-052530-24

In the matter of: 1005 Pembridge Crescent, Kingston, Ontario, K7P 1M8
1015 Pembridge Crescent, Kingston, Ontario, K7P 1M8
1019 Pembridge Crescent, Kingston, Ontario, K7P 1M8
1023 Pembridge Crescent, Kingston, Ontario, K7P 1M8

Between: Osgoode Properties Landlord

And

Refer to attached Schedule 2 Tenants

Osgoode Properties (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 26, 2026.

The following parties attended the hearing: The Landlord's Representative, David Lyman, the Landlord's Agent, Megan Wheatly, and the Tenants, Unit 103 - Kelly Clark, Unit 303 - Ray Woodman, Unit 206 - Carol Young, Unit 103 - Patricia Vellky, Unit 209 - Tera Heathcock, Unit 105 - Jacqueline Penford, Unit 202 - Debbie MacComish, and Unit 207 - Chad McCallum.

The Certificate of Service filed by the Landlord on March 6, 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:

- 1005 Pembridge Crescent: unit 208 and 313
- 1015 Pembridge Crescent: unit: 102, 105, 107, and 202
- 1019 Pembridge Crescent: unit 110, 111, and 308
- 1023 Pembridge Crescent: unit 306

The parties agree to amend the application to reflect 134 units served.

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

1. The maximum rent increase above the guideline because of capital expenditures is 1.90%. This increase is for the following capital expenditures:
 - a. Cladding Repairs,
 - b. Eavestroughing,
 - c. Garbage and Recycling Bins,
 - d. Security Cameras,
 - e. Lobby Doors and Windows,
 - f. Patio Doors; and
 - g. Stairwell Doors
2. Where the Landlord's application requests an increase of 2.09% the maximum increase above the guideline for these units is 1.90%. This increase is to be taken in the first year.
3. Where the Landlord's application requests an increase of 2.01% the maximum increase above the guideline for these units is 1.82%. This increase is to be taken in the first year.
4. Where the Landlord's application requests an increase of 0.48% the maximum increase above the guideline for these units is 0.44%. This increase is to be taken in the first year.
5. Where the Landlord's application requests an increase of 0.39% the maximum increase above the guideline for these units is 0.35%. This increase is to be taken in the first year.
6. Where the Landlord's application requests an increase of 0.14% the maximum increase above the guideline for these units is 0.13%. This increase is to be taken in the first year.
7. The weighted useful life for the capital expenditures is as specified on Schedule 3.
8. The first effective date of the rent increase above the guideline is October 1, 2024.

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 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.

June 1, 2026
Date Issued

Kevin Kordahi
Hearings 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.
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 is 2.50%, for 2024 is 2.50%, for 2025 is 2.50% and for 2026 is 2.10%.

Schedule 1 - Units affected by this Order:

1005 Pembridge Crescent, Kingston, Ontario, K7P 1M8

101	107	113	206	212	303	311
102	108	114	207	213	304	312
103	109	202	209	214	305	314
105	110	204	210	301	307	
106	112	205	211	302	309	

1015 Pembridge Crescent, Kingston, Ontario, K7P 1M8

103	112	203	208	214	306	310	314
104	113	205	209	301	307	311	
106	114	206	210	303	308	312	
108	201	207	211	304	309	313	

1019 Pembridge Crescent, Kingston, Ontario, K7P 1M8

101	107	201	206	212	304	311
102	108	202	207	213	306	312
103	109	203	208	214	307	313
105	113	204	209	301	309	314
106	114	205	210	302	310	

1023 Pembridge Crescent, Kingston, Ontario, K7P 1M8

102	108	112	204	209	302	307
103	109	113	206	210	303	311
105	110	201	207	211	304	312
107	111	202	208	301	305	313

Schedule 2 - Tenants who are Affected by this Order:

Atkins, Tiffany	Gilchrist, David	Mountian, Anna
Auguste, Damon	Good, Lu	Murphy, Ashley
Babcock, Nicholas	Gorman, Valerie	Murphy, Patricia
Bacong, Mary	Grant, Andy	Neuper, Harold
Barber, Jessica	Grewal, Harmanjyot	Notman, Matthew
Barkley, Stephen	Haj, Ghina	Ollerhead, Chris
Barrette, Chloe	Haley, Vonda	Palmer, Jason
Baynes, Carrie	Hasson, Bill	Patel, Harsh
Black, Shelley	Heathcock, Tera	Patton, Kenneth
Blondin, Gail	Hildebrandt, William	Penford, Jacqueline
Brazeau, Chris	Holder, Tracy	Pickstock, Nicole
Briggs, Kim	Hollywood, Angela	Poitras, Jesse
Browne, Jennifer	Howitt, John	Price, Linda
Burley, Robert	Huang, Kevin	Purvis, Mikayla
Butts, Pamela	Hudgin, Yolande	Raaflaub, Adam
Cairns, Catherine	Hutchinson, Jeffrey	Robert Hyderman, The Estate Of
Caplin, Stan	Jones, Quinn	Robinson, Jennifer
Charles, Genevieve	Kalubi, Kersey	Seville, Peggy
Clark, Ashley	Karunaratne, Dinamuni	Skeggs, Joey
Clark, Kelly	Keeler, Lloyd	Smyth, Terry
Clement, Laura	Kremer, Stacy	Soulliere, James
Coates, Ali	Kundumadom, Chinmay	Sparks, Judy
Collins, Robert	Lawson, Mike	Spence, Rupert
Conboy, Glenda	LeGier, Anthony	Stanley, Allan
Corea, Michelangelo	Lloyd, Brad	Tablang, Melba
Crausen, Christina	Lochheed, Mike	Tagle, Jeffrey
Davis, Angela	Locklin, Lindsay	Tasoulis, Athanasia
Dawson, Ryan	Loudon, Nancy	Theriault, Andrew
Deschamps, Liz	Loudon, Neil	Titley, Tina
Devlin, Francis	Lunn, Clarissa	Torrance, Dylan
Douthwright, Braedon	Lynch, Andrew	Travers, Patrick
Dyer, Nicole	Lyons, John	Trecartin, Olivia
Earle, MacKenzie	MacComish, Debbie	Truesdell, Christine
Elvins, Alexander	MacComish, Stan	Vellky, Patricia
Ferguson, Darlene	Marno, Rebecca	Wilson, Brian
Foster, Kip	McCallum, Chad	Wilson, Katarina
Fournier, Corina	McCarthy, Connor	Wiltshire, Michael
Gali, Editha	McLauchlan, Spencer	Woodman, Ray
Gandhi, Fenil	McMahon, Jessica	Young, Carol
Garrett, Spencer	Mekoulou, Sylvie	Young, Catherine
Gelok, Bradley	Miller, Deborah	
Gilbert, Dawnn	Moeys, Ivy	

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

Rental Unit Address Name	Period of October 1, 2024 to September 30, 2025			
	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
101, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
102, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
103, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
105, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
106, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
107, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
108, 1005 Pembridge Crescent	0.35%	0.35%	15	0.35%
109, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
110, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
112, 1005 Pembridge Crescent	1.82%	1.82%	16	1.82%
113, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
114, 1005 Pembridge Crescent	0.44%	0.44%	16	0.44%
202, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
204, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
205, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
206, 1005 Pembridge Crescent	0.13%	0.13%	15	0.13%
207, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
209, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
210, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
211, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
212, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
213, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
214, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
301, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
302, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
303, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
304, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
305, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
307, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%

Rental Unit Address Name	Period of October 1, 2024 to September 30, 2025			
	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
309, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
311, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
312, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
314, 1005 Pembridge Crescent	1.90%	1.90%	16	1.90%
103, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
104, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
106, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
108, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
112, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
113, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
114, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
201, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
203, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
205, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
206, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
207, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
208, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
209, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
210, 1015 Pembridge Crescent	0.44%	0.44%	16	0.44%
211, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
214, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
301, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
303, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
304, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
306, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
307, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
308, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
309, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
310, 1015 Pembridge Crescent	0.35%	0.35%	15	0.35%
311, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
312, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
313, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
314, 1015 Pembridge Crescent	1.90%	1.90%	16	1.90%
101, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
102, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
103, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%

Rental Unit Address Name	Period of October 1, 2024 to September 30, 2025			
	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
105, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
106, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
107, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
108, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
109, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
113, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
114, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
201, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
202, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
203, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
204, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
205, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
206, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
207, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
208, 1019 Pembridge Crescent	1.82%	1.82%	16	1.82%
209, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
210, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
212, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
213, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
214, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
301, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
302, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
304, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
306, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
307, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
309, 1019 Pembridge Crescent	0.44%	0.44%	16	0.44%
310, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
311, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
312, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
313, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
314, 1019 Pembridge Crescent	1.90%	1.90%	16	1.90%
102, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
103, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
105, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
107, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
108, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%

Rental Unit Address Name	Period of October 1, 2024 to September 30, 2025			
	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
109, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
110, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
111, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
112, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
113, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
201, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
202, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
204, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
206, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
207, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
208, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
209, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
210, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
211, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
301, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
302, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
303, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
304, 1023 Pembridge Crescent	0.13%	0.13%	15	0.13%
305, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
307, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
311, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
312, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%
313, 1023 Pembridge Crescent	1.90%	1.90%	16	1.90%

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.