



Order under Section 126 Residential Tenancies Act, 2006

File Number: LTB-L-083101-24

In the matter of: 20 Elmwood Street, Kingston, Ontario, K7M 2Y5

Between: De Hoop Construction Ltd. Landlord

And

Refer to attached Schedule 2 Tenants

De Hoop Construction Ltd. (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 April 7, 2026.

The following parties attended the hearing: The Landlord's legal representative, David Lyman, Lawyer; the Landlord's/Owners, Dave De Hoop and Connie De Hoop, and the following Tenants: Christopher Farrell (unit 108), Carin Dawes (unit 202), Karen Trecartin (unit 204), and Linda Pond (unit 305).

The Certificate of Service filed by the Landlord on March 9, 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: 112, 114, 116, 117, 207, 209, 214, 216, 301, 303, 306, 308, 310, 316, and 318.

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

1. The Landlord's application is amended to correct the first name of unit 202 to Carin from K.
2. The Landlord's application is amended to correct page 2 of the application to state 51 units rather than 52 units are covered by the application.
3. The Residential Unit Information data is amended to include unit 14 which corrects the total units in the complex from 56 to 57.

4. The maximum rent increase above the guideline because of capital expenditures is 8.5%. This increase is for the following capital expenditures:
 - a. Balcony Restoration;
 - b. Mansard Roof Replacements; and
 - c. Elevator Modernization.
5. Where the Landlord's application requests an increase of 11.26%, the maximum increase above the guideline for these units is 8.50%. This increase is to be taken as follows: 3.00% in the first year; 3.00% in the second year; and 2.50% in the third year.
6. Where the Landlord's application requests an increase of 6.16%, the maximum increase above the guideline for these units is 6.00%. This increase is to be taken as follows: 3.00% in the first year; and 3.00% in the second 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 January 1, 2025.
9. The Landlord will provide the Tenants, that are a party to this application, with a statement of reconciliation within 60 days of the date of this order.
10. There is a prior Above Guideline Rent Increase (AGI) order, file number LTB-L-080269-22-**H** (not order on consent, LTB-L-080269-22-**C**) for this residential complex.
 - a. One of the units in this current application is affected by that prior AGI order. All of the permitted rent increases in the prior AGI order have not yet been taken. As a result, there will be an overlap in the rent increases from the prior and current orders for the affected unit.
 - b. For capital expenditure work done, the Landlord cannot increase the rent by more than 3% (plus the annual guideline amount) in any one-year period even if there are overlapping AGI orders.
 - c. The rent increases permitted by this current order may overlap with the increases in the prior AGI order up to the maximum of 3% per year (plus the annual guideline amount). However, if the maximum 3% per year has already been taken under the prior order, some or all of the rent increases in this order will be deferred until the rent increases in the prior order have been taken.

On consent of the parties, it is ordered that:

1. The Landlord's application is amended to correct the first name of unit 202 to **Carin** from **K**.
2. The Landlord's application is amended to correct page 2 of the application to state **51** units rather than 52 units are covered by the application.
3. The Residential Unit Information data is amended to **include unit 14** which corrects the total units in the complex from 56 to 57.
4. The Landlord may increase the rents charged by the percentage increases and within the time periods set out in Schedule 3.
5. 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.
6. 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 2, 2026
Date Issued

Joanne Lolato
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:

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:

20 Elmwood Street, Kingston, Ontario, K7M 2Y5

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Schedule 2 - Tenants who are Affected by this Order:

Bellamy, Helen
Blythe, Norman
Bryant, Hilda
Bryant, Leona
Claessen, Elaine
Conrad, Diana
Cox, Douglas
Dawes, Carin
Dodd, Virginia
Donoghue, Mitch
Dunn, John
Fairfax, Michelle
Farrell, Christopher
Hayes, Jen
Hubbard, Peter
Hutcheson, Anne
Hutcheson, Mark
Lambert, John
Lilly, Lilly
Malcolm, Beverley
Maracle, Edward
McArthur, Lynda
Meaney, Dennis
Napier, David
Peckford, Marilyn
Pilon, Claude
Poirier, Terry
Pond, Linda
Potter, Jeff
Rosamond, Russell
Scott, Chris
Sherbert, Frank
Smith, Mick
Trecartin, Karen
Tumber, Sandy
Unit, Superintendant
Wright, J.

Schedule 3 - Ordered Rent Increase Above the Guideline**First Effective Date of Rent Increase in this Order is January 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 Name	Period of January 1, 2025 to December 31, 2025		Period of January 1, 2026 to December 31, 2026		Period of January 1, 2027 to December 31, 2027			
	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
11, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
14, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
16, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
100, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
101, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
102, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
103, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
104, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
105, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
106, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
108, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
111, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
115, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	0.00%	0.00%	19	6.00%
118, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
201, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
202, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
203, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
204, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
205, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
206, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
208, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
210, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
211, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
212, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
215, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%

Rental Unit Address Name	Period of January 1, 2025 to December 31, 2025		Period of January 1, 2026 to December 31, 2026		Period of January 1, 2027 to December 31, 2027			
	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
217, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
218, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
300, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
304, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
305, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
307, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
309, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
311, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
312, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
314, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
315, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%
317, 20 Elmwood Street	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	16	8.50%

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 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 the period 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.