



Order under Section 126 Residential Tenancies Act, 2006

Citation: Wynford Tower v Boyce, 2026 ONLTB 41921

Date: 2026-06-02

File Number: LTB-L-024581-23

In the matter of: 35 Wynford Heights Crescent, Toronto, Ontario, M3C 1K9
35 Wynford Heights Crescent, Toronto, Ontario, M3C 1L1

Between: Wynford Tower Landlord

and

Refer to attached Schedule 2 Tenants

Wynford Tower (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 following Tenants: Rahmatullah Harify, Isabel Albert, and Matthew Mason.

A reply to the Tenant submissions was received from the Landlord.

Preliminary Matters

Request to Amend RUI

1. Prior to the commencement of the written hearing, the Landlord requested the Board's permission to amend the incorrectly spelled names of four tenants.
2. I have granted the request.

Request to Amend Cost of Capital Expenditure

3. Prior to the commencement of the written hearing, the Landlord requested the Board's permission to amend the cost of Capital Expenditure #1: Windows and Doors Replacement from \$2,729,955 to \$2,715,785, reflecting the removal of \$14,170.00 from invoices issued by "Canadian Tire, Home Depot, Home Depot Credit Services, Staples Professional, Mr. Convenience, and Rogers". The excluded invoices related to miscellaneous items and services, including space heaters purchased from Home Depot, plastic wrap from Home Depot Credit Services, window stickers printed by Staples, temporary furniture rentals from Mr.

Convenience, and various Rogers charges for internet and cable television services.

4. The Tenant, Matthew Mason, submits that “I am completely against this L5 being amended – even though it would slightly reduce the amount of the AGI”. It is the Tenant’s position that the Landlord is attempting to “remove a series of – what I consider as dubious – invoices from their L5 Application. It is my opinion that these invoices are invalid on their very surface and that they never should have been included in the first place”. The Tenant requests the Board make a “findings of fact...regarding their validity”.
5. The Landlord, in its reply, submits that “[the Tenant] suggests that this would prejudice the Tenants’ case and was not done in good faith, but no evidence of the prejudice was provided. As noted previously, the Landlord decided to remove these invoices as a result of discussions that took place at the previous Case Management Hearing. The legislation permits Landlords to request an amendment to the application. The Board must then weigh the prejudice before determining whether they would permit the amendment. Given their modest impact on the application and the Tenants’ concerns, the Landlord opted to withdraw them. We submit that the impact of this request to amend the application will only benefit the tenants as it will reduce the justified rent increase”.
6. For the purpose of clarity, as the applicant, a landlord bears the onus of proof in an above guideline increase application. The issue for the Board to consider is whether the Landlord submitted sufficient evidence to establish the eligibility and necessity of the costs based on the evidence before it. If the Board finds that certain invoices in an application are unrelated or otherwise ineligible, the appropriate remedy is to deny that portion of the claim, rather than draw a negative inference on the remainder of the Landlord’s submissions. In other words, whether the invoices in question are withdrawn through an amendment, or if they were found to be ineligible in a merits hearing, the outcome would be the same.
7. Accordingly, I find that allowing the Landlord’s amendment does not prejudice the Tenants, and I therefore accept the Landlord’s request to amend the application. The eligibility of the Landlord’s claim will be determined based on the sufficiency of the evidence relating to the remaining claimed expenditures. The revised cost of Capital Expenditure #1: Windows and Doors Replacement is \$2,715,785.

Request to Respond to Landlord’s Submissions

8. The Tenant, Matthew Mason, submits that “given the voluminous information raised here – in what is commonly a straightforward procedure – I be allowed a brief sur-reply to my landlord’s response in this hearing”.

9. The Landlord, in its reply, submits that they have “not introduced any new evidence with their reply. Given this is the Landlord’s application, they are entitled to the right of final rebuttal. We do not believe a further sur-reply should be permitted but will leave this issue to the Board’s discretion”.
10. As set out in the Notice of Written Hearing Package, the Tenants had until January 7, 2026, to submit written responses to the application. However, subsection 201(1)(d) of the Act states that:

The Board may, before, during or after a hearing,

(d) permit or direct a party to file additional evidence with the Board which the Board considers necessary to make its decision;

11. After reviewing the extensive submissions from both parties, I find no indication that further submissions are necessary to make a decision. Accordingly, the Tenant’s request for an opportunity to respond to the Landlord’s reply is denied.

It is determined that:

12. 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

13. 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

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

15. 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,

- a. access for persons with disabilities;
- b. energy or water conservation; or
- c. security of the residential complex or part of it.

THE 18-MONTH WINDOW

16. 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 September 3, 2021 to March 3, 2023.

17. 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

18. 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.

19. 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:

1. 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.
2. 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.
3. 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.
4. 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.

Capital Expenditure

20. The Landlord justified a rent increase above the guideline because of capital expenditures.
21. 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 **5.93%**, 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.

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

- a. Windows & Doors Replacement;
- b. Canopy Restoration;
- c. Chiller Repair; and
- d. Canopy Painting.

Capital Expenditure #1: Windows and Doors Replacement

23. The Landlord submits that the window and door replacement project was necessary to as the "original windows and doors were single-paned units that experienced water and air infiltration". The scope of work involved replacing the existing windows and balcony doors throughout the complex. The Landlord submits that this item is "eligible" under subsection 126(7)(a) as it is necessary to protect or restore the physical integrity of the residential complex or part of it and 126(7)(e) as it promotes energy conservation. The cost claimed in this capital expenditure is \$2,715,785.00.

24. In support of its claim, the Landlord submitted to evidence an engineering report prepared by Sense Engineering which noted the "windows were believed to be original, making them over fifty years old" and that the installation was "to address water leakage issues; improve air leakage resistance; and reduce energy consumption".

Eligibility

25. Numerous Tenants have challenged the eligibility of the work. The Tenant, Rahmatullah Harify, submits that "the landlord must show that the replacement was necessary for safety and structural integrity, not simply for modernization or aesthetics". The Tenant, Matthew Mason, adds that there was "no objective evidence introduced and even establishing simple facts was not accomplished; such as: were the previous windows original to the building or single pane. Neither was there any objective evidence introduced to substantiate the claim of energy efficiency. The entirety of this claim rests on the windows being filled with argon gas, but that's only for the top two-thirds". The Tenant, Isabel Albert, submits that "the lower panes are NOT double panes, they are single, like the original windows".

26. Having reviewed the Tenants' submissions, I believe it is their position that the Landlord did not lead sufficient evidence to establish: the window and door replacements were necessary to protect or restore the physical integrity of the complex, and that the replacements promote energy conservation. Furthermore, the Tenants challenge the conclusiveness of the Sense Engineering report, submitting that the report could not confirm whether the windows were single or double-pane or whether they were original to the building. The Tenants also challenge the Landlord's claim regarding energy conservation given their position

that only the top two-thirds of the replacement windows consist of double-glazed, argon-filled insulated glass units, while the lower panes are single-pane with large drainage openings, which they submit results in poor insulation and freezing during cold weather.

27. The Landlord, in its reply, submits that “the letter provided by Sense Engineering... notes that the intent of the work was to address water leakage issues, improve air leakage resistance, and reduce energy consumption. It was based on the engineer’s inspection and finding that the windows and doors were original, non-thermally broken, and would not have had argon filled gas units or a low emissivity coating. We believe this letter confirms that the work would satisfy the eligibility requirements”. The Landlord adds that “Section 126(7)(e) of the RTA requires that the work promote energy or water conservation, not achieve. Sense Engineering confirms the replacements windows and doors provide a higher quality insulation and thermal performance than their predecessors”.
28. By way of background, the letter from Sense Engineering, a third-party firm with expertise in building sciences, noted that “the old windows were aluminum-framed and are believed to be non-thermally broken. Given the age of the original insulated glass units, they were not argon filled and did not have a low emissivity coating. The air seals were worn and performed poorly. To meet the project mandate, the new windows consisted of insulated glass units with high performance spacers on the fixed panes with a double sash operable slider that is smaller which improves air leakage and condensation resistance. The glass was coated with a low emissivity coating and the insulated glass units were argon filled to increase thermal performance”.
29. The question for the Board to consider is whether the window and door replacements were necessary to protect or restore the physical integrity of the residential complex, or whether the new windows promote energy conservation. While I accept the Tenants’ submissions that neither Sense Engineering nor the Landlord could identify the exact age of the original windows, or whether they were double or single paned, I disagree that this alone would render the capital expenditure ineligible.
30. I say this because the report from Sense Engineering identifies deficiencies in the original windows, including deteriorated air seals, aluminum frames that were believed to be non-thermally broken, and the absence of low-emissivity coatings or argon-filled insulated glass units. These deficiencies would have a negative impact on air leakage performance, energy conservation, and the overall weathertightness of the building envelope.
31. As set out in the report, the replacement windows and doors address these deficiencies, improve the weather envelope of the structure, and promote energy conservation through the use of insulated glass units, low-emissivity coatings, argon gas fill, and high-performance spacers. Therefore, I am satisfied, on a balance of probabilities, the window and door replacements promotes energy

conservation, and protect and restore the physical integrity of the residential complex.

Performance of the Windows

32. Numerous Tenants have raised issues regarding the performance of the windows. The Tenant, Matthew Mason, submits that “the bottom windows will actually freeze over when it is cold enough”. The Tenant, Isabel Albert, submits that “the new windows are drafty and howl loudly when it's windy outside”, adding that “the bottom single pane windows get frost on them in freezing winter weather”.
33. The Landlord, in its reply, submits that “condensation performance is influenced by many factors. The presence of condensation now, where it was not a problem previously, does not necessarily indicate that the current windows perform worse than the original windows. Living habits, indoor/exterior temperatures, and the use of window coverings all influence condensation. For example, original windows that were drafty and allowed greater air leakage would present a lower condensation risk, as increased air exchange would reduce humidity levels and also increase air flow, preventing moist air from remaining in contact with the window surfaces long enough to condense”.
34. While I acknowledge the Tenants’ concerns about the quality of the windows and the issues with frost and condensation, these issues would not automatically disqualify the capital expenditure from being eligible. The issue for the Board to determine is whether the project was necessary to protect or restore the physical integrity of the complex or whether the work promotes energy conservation. For the reasons set out above, I am satisfied that the Landlord has met this requirement. If the Tenants believe the resulting condition of the windows would support a finding of a breach of section 20(1) of the Act, the Tenants are entitled to file their own application(s) at the Board in respect of these issues.

Invoices – Security Services

35. The Tenant, Matthew Mason, submits that as per the Act, “security is listed as ‘services’ and thus should not be treated in the same way as other capital expenditures costs”. It is the Tenant’s position that “all security costs, totalling \$40,074.32 (included on the 8 submitted invoices) are invalid and should be struck from the L5 Application”.
36. The Landlord, in its reply, submits that “the security services included as a part of Item #1 related strictly to providing security to ensure that only the authorized and bonded contractors working on the window and door replacement project could access the suites. The Board has previously taken the position that many necessary expenditures directly related to a major capital improvement, such as the cost of reports and inspections by engineers and erecting of scaffolding needed to complete a job are considered eligible”.

37. The Landlord is correct. There are many necessary expenditures which may not be for the item being replaced or repaired but are nonetheless necessary for the work to be completed and as such can be considered a component of the total capital expenditure. In this case, I am satisfied that the security services were a necessary component of the overall project and are an eligible cost.

Invoices - Arctic Painting

38. The Tenant, Matthew Mason, questions “why Arctic Painting had close to \$58,000 in invoices for painting”, given the contract specification where the painting was to be performed by Regal, the contractor. The Tenant, Isabel Albert, adds that the work by Arctic Painting “was for painting the interior window frames after the windows were changed. Painting was done because the contractor chipped the existing paint when removing the old windows. Painting is cosmetic, and not necessary for the integrity of the new windows”.
39. The Landlord, in its reply, submits that “to clarify, Regal was to carry out any repairs within 150mm of the windows and doors, and those areas would then be primed. Any repairs outside of this area, or painting within this area, were to be completed by the owner. The Landlord retained Arctic Painting to fulfil this aspect of the scope of work. The painting would also require a reasonably matched finish pursuant to Section 629-27 of the Toronto Municipal Code, Chapter 629, Property Standards. Due to the age of the paint finish within some of the apartments, a uniform finish may have not been possible to complete around the windows and doors and required the Landlord to address the entire wall”.
40. Pursuant to subsection 20(1) of the Act, a landlord is required to maintain the residential complex in a good state of repair, fit for habitation, and in compliance with all applicable health, safety, housing, and maintenance standards. In this case, section 629-27 of the Toronto Municipal Code (Property Standards) requires that “each repair shall be finished to reasonably match the existing walls or ceilings”.
41. Given the scope and intrusive nature of the work related to a window and door replacement, I am satisfied that the painting work performed by Arctic Painting was a necessary component of the window and door replacement project. Accordingly, this work was required to bring the unit back into compliance with the landlord’s obligations under subsection 20(1) of the Act and constitutes an eligible cost.

Challenge to Cost - Double Billing

42. The Tenant, Matthew Mason, submits that on scrutiny of invoices, there are numerous instances of double billing in invoices issued by CM Commercial Building Maintenance and Arctic Painting, as certain units appear on multiple invoices.

43. The Landlord in its reply “confirmed that as the work was done in stages, the contractors in some instances needed to go into individual suites multiple times to complete the work. There was a complex installation schedule that required multiple trades to access multiple suites throughout the day. Interior work was coordinated with the exterior vertical swing stage schedule. As a result, it may have been necessary to move furniture in different areas of a given apartment, such as the living room and bedroom, at different times. The two credited invoices issued by CM Commercial Building Maintenance, and as referenced by the Tenant in his submission, were as a result of the contractor being unable to complete those specific units as originally scheduled. Those units were ultimately added to subsequent invoices once the work was actually completed. The Landlord confirmed that no duplicative charges have been levied by either contractor”.
44. Given the nature of the project, which involved multiple trades, staged scheduling, and repeated access to individual units, I accept the Landlord’s explanation. I am satisfied, based on the evidence before me, that the invoicing reflects reasonable costs incurred based on the sequencing of the work performed and that the Landlord is not duplicating charges.

Per Unit vs Hourly Rate

45. The Tenant, Matthew Mason, submits that “[Arctic Painting] were not billing hourly for the work, but on a per unit cost: with no direct relation of the billed amount to the length of the work. The invoices from CM Commercial Building Maintenance are similar to this too”. It is the Tenant’s position that “doing a per unit charge, instead of an hourly rate, results in a premium being charged back to tenants of approximately 24% (as evidenced comparing the penthouses vs component apartments)”.
46. The Landlord did not address this submission.
47. There is no requirement under the Act that capital expenditure work be invoiced on an hourly or per unit basis. The Board’s jurisdiction is limited to determining whether the Landlord has established that the work is both necessary and eligible. Details such as the type of billing, rationale behind undertaking the work, contractor and bid selection, and final costs of the project are not issues the Board can consider in determining whether a landlord’s above guideline increase application is successful. Having reviewed the supporting documents provided by the Landlord, I am satisfied that the Landlord has adequately justified the costs and payments associated with the amounts claimed for this capital expenditure.

CM Commercial Building Maintenance – Accommodation Costs

48. The Tenant, Isabel Albert, submits that “CM Building Maintenance was used to provide accommodation (handyman & helper) to the many seniors who could not climb up to remove their window blinds, drapes or move furniture and put them

back after the window change. This accommodation is not a construction expense. Accommodation is legally required and should not be charged back to tenants”.

49. The Tenant, Matthew Mason, submits that “a number of our senior citizens contacted the landlord to arrange for this assistance. I believe such a request would constitute grounds for accommodation under the Ontario Human Rights Code: thereby necessitating accommodation up to the point of undue hardship. Were that the case, such individuals could not then be charged the standard fee of \$250 (plus HST) for moving their furniture and a second time to move it back. Which is what is happening here by including these invoices in the AGI”.
50. By way of background, the Landlord submits that they “retained CM Commercial Building Maintenance to remove all window coverings and reposition any furniture in the units to prevent damage and to allow the contractors full access to the windows and doors. They then restored the furniture and coverings once all work in the units was complete”. The Landlord adds that the “costs incurred by the Landlord in the process of providing accommodation under the Human Rights Code is not exempt from eligibility under the Residential Tenancies Act. We submit that this portion of the cost is an element of the scope of work necessary to facilitate the window and door replacement, similar to the security services also provided. Therefore, the cost should be considered eligible”.
51. The fact that the Landlord may have been fulfilling obligations under the Human Rights Code does not bar them from seeking an above guideline increase to recoup the costs. In fact, section 126(7)(d) of the Act specifically provides that a capital expenditure may be eligible where it improves access for persons with disabilities. As above, the question for the Board is whether the work was necessary for the overall project to be completed. Having considered the scope of work performed by CM Commercial Building Maintenance, including removing all window coverings and repositioning furniture to facilitate the repairs, I am satisfied that the work was a necessary component of the total capital expenditure.

Regal Aluminum Windows and Doors – COVID Testing

52. The Tenant, Isabel Albert, submits that the Landlord’s claim for \$7,500.00 for COVID testing is ineligible as “there was no provincial mandate for COVID testing at this time. Workers could wear masks”.
53. The Landlord, in its reply, submits that “this was not optional. The contractor required this in order to do the work for the safety of their workers and the Tenants”.
54. As above, I am satisfied that this work was a necessary expenditure to complete the windows and doors replacement and as such is an eligible claim.

Balcony Repair for Unit 805

55. The Tenant, Isabel Albert, submits that's the "balcony repair for unit 805...sounds like it could be an accommodation for 1 tenant in a wheel chair to be able to get in and out of the balcony. Is this something that the AGI should cover?"
56. The Landlord, in its reply, submits that "the existing concrete curb that sits below the door was in too poor a condition to install the new door. Restorative concrete work was required for the concrete curb, floor slab and embedded steel in order to facilitate the replacement of this door. It was an unforeseen expense that was not anticipated in the contract. It was not incurred as an accommodation request as suggested by the Tenant".
57. As above, I am satisfied that the additional concrete work on balcony 805 was a necessary expenditure to complete the windows and doors replacement and as such is an eligible claim.

Useful Life

58. The Tenant, Matthew Mason, submits that "if we break down the number of windows vs doors by the different apartment types – at the very least, in a 1-bedroom apartment it would be 2 large windows to a single door, meanwhile in the Penthouses it can be upwards of 7 large windows and 1 small window versus a single door. Given this information, we do not believe that the cost is equivalent between the items comprising the 15 and 20 year categories: since there is a ratio of 3 large windows per door. Our position is, since 17 years is not a proper timeframe for Useful Life under the regulations it should not be awarded. Instead, because the Landlord did not separate out the two costs, the award should be limited to a Useful Life period of 15 years".
59. The Landlord, in its reply, submits that "[the Tenant] is correct that it is a blend between the 15-year useful life for the windows, and a 20-year useful life for the patio doors listed under the Schedule of Useful Life of Work Done or Thing Purchased under Ontario Regulation 516/06. The blend is based on the majority of the cost for the claim being attributed to the windows as there are significantly more windows than doors at the complex. This 17-year useful life has been adopted by the Board as the standard useful life for the replacement of both windows and doors".
60. As noted above, the Landlord has assigned a blended useful life of 17 years for this work based on aluminum windows (Table 7: Item 1 – Aluminum storm doors and windows – 15 years), and doors (Table 7: Item 3 – Patio doors– 20 years). Given the Tenant's stated approximate ratio of three large windows per one door, I agree with the Landlord's determination of an appropriate blended useful life of 17 years.
61. Accordingly, I am satisfied that the window and door replacement project meets the definition of capital expenditure contained in subsection 18(1) of O. Reg.

516/06 as it was a significant replacement, the expected benefit of which extends for at least five years. It also meets the test for eligibility under subsection 126(7)(a) as it is necessary to protect or restore the physical integrity of the residential complex or part of it and 126(7)(e) as it promotes energy conservation.

62. The cost of this capital expenditure is \$2,715,785.00.

63. The useful life of this capital expenditure is 17 years.

Capital Expenditure #2: Canopy Restoration

64. The Landlord submits that the canopy restoration was necessary as the “front entrance canopies were deteriorated and leaking; concrete was in poor condition”. The scope of work involved the replacement of two canopy roofs. The Landlord submits that these items are “eligible” under subsection 126(7)(a) as it is necessary to protect or restore the physical integrity of the residential complex or part of it. The cost claimed in this capital expenditure is \$249,927.00.

65. In support of its claim, the Landlord submitted to evidence an engineering report prepared by Sense Engineering which noted “concrete repairs are needed to restore structural integrity where the depth of damaged concrete extends deeper than 25mm”.

Cosmetic

66. The Tenant, Rahmatullah Harify, submits that “It is unclear whether the restoration was required for structural safety or whether it was cosmetic in nature”.

67. The Landlord, in its reply, submits that “Sense Engineering concluded that repairs would be feasible but would require improved concrete removal methodology using hydro-demolition equipment. The Landlord accepted the findings of the report and retained Sense Engineering to prepare the specifications necessary to complete the concrete repairs. Delbridge Contracting was retained to carry out the concrete work. After all work was completed, Learmont was able to replace the canopy roofing membrane. This work is eligible under Section 126(7)(a) of the RTA. The work was necessary to protect and restore the physical integrity of the residential complex”.

68. When work of this kind is done there is almost always some cosmetic value. The issue with respect to the definition of capital expenditure is whether or not the work done is “substantially” cosmetic in nature or is designed to enhance the level of prestige or luxury. Stated differently, just because an item of work improves the appearance of the residential complex does not mean it is excluded from the definition of capital expenditure. While I accept the Tenants’ position that there may be a cosmetic benefit to the work, I find that the Landlord

presented sufficient evidence to establish that the primary purpose of the project was to protect the physical integrity of the building.

Intercom System

69. The Tenant, Matthew Mason, submits that the Landlord “subcontracted job of installing an intercom system for the side door. The main door was inaccessible for periods when the canopy overhead was being worked on, requiring everyone to use the side door (or the back door) for pedestrian traffic. I consider this intercom system to be a security cost, unrelated to the stated eligibility of the Canopy Restoration”.
70. The Landlord, in its reply, submits that “the Tenant objects to the cost to relocate the intercom to allow Tenants access to the building during the canopy restoration costs claimed in Item #2. We submit this cost is an eligible expense similar to the security costs claimed in Item #1. This relocation was required, as the Tenant noted, as the main door was inaccessible for periods of time while the work was underway”.
71. As set out above, the question for the Board to consider is whether the Intercom System was a necessary expenditure as part of the overall canopy repairs project. Given that both parties acknowledged that the intercom on the side door was due to the main doors being inaccessible during the canopy restoration, I am satisfied that the installation of the intercom was directly related to the overall project and constitutes an eligible expenditure.

Invoice – Golder Associates

72. The Tenant, Matthew Mason, submits that the invoice from “Golder Associates Ltd. for \$1,954.65... has insufficient details to justify its eligibility for reimbursement listing only, ‘For Professional Services Rendered through: 11/19/2021’”.
73. The Landlord, in its reply, submits that “Golder Associates Ltd. is a third-party testing agency who Delbridge Contracting used to test the new concrete that was installed at the canopy under the direction of the engineer. These tests were carried out after the concrete work was completed to ensure compliance with quality, strength and consistency for safety and durability”.
74. As above, I am satisfied that the invoice from Golder Associates for concrete testing is an eligible expenditure related to the overall canopy restoration project.

Previous AGI

75. The Tenant, Matthew Mason, submits that “we were already charged for the Canopy in the previous AGI for \$55,625”.

76. The Landlord, in its reply, submits that “the previous application included costs to the east entrance canopy. The work claimed in this application relates to the front entrance canopy. The work on the canopies was completed in phases, as the Tenant pointed out via the project numbering (20tR054A, 20tR054B, 20tR054C). The work claimed in the previous application was not repeated, nor was it incomplete at the time the previous application was filed”.
77. Having reviewed the Landlord’s submissions and the previous order, I am satisfied that the work in this application is distinct from the previous order and that the Landlord is not seeking to duplicate costs

Drainage Issues

78. The Tenant, Matthew Mason, submits that there are ongoing issues with drainage on the canopy.
79. The Landlord, in its reply, submits that they “investigated and confirmed that the drainage system is operating properly. It’s possible the photos were taken shortly after a rain or wet snowfall and hadn’t fully had a chance to drain”.
80. As set out above, the issue for the Board to consider is whether the project was necessary to protect or restore the physical integrity of the complex. Given that a third-party firm with expertise in building sciences determined the canopy repairs were required, I am satisfied that the Landlord has met this requirement. If the Tenants believe the resulting condition of the canopies would support a finding of a breach of section 20(1) of the Act, the Tenants are entitled to file their own application(s) at the Board in respect of these issues.
81. I am satisfied the canopy restoration meets the definition of capital expenditure contained in subsection 18(1) of the O. Reg. 516/06 as it was a significant repair, the expected benefit of which extends for at least five years. It also meets the test for eligibility under subsections 126(7)(a) as the work was necessary to protect or restore the physical integrity of the residential complex or part of it.
82. The cost of this capital expenditure is \$249,927.00.
83. The useful life of this capital expenditure is 15 years.

Capital Expenditure #3: Chiller Repair

84. The Landlord submits that the chiller repairs work was necessary as “the outlet flange for compressor #2 had failed and cracked, causing damage to the flange bolts and discharge line, resulting in the loss of refrigerant”. The scope of work involved “complete replacement and re-piping, and the lost refrigerant restored”. The Landlord submits that this item is “eligible” under subsection 126(7)(c) because it is necessary to maintain the provision of an air conditioning system. The cost claimed in this capital expenditure is \$55,009.00.

85. In support of its claim, the Landlord submitted to evidence correspondence from Versatech Mechanical which noted that “the outlet flange for Compressor #2 failed and cracked, causing damage to the flange bolts and discharge line and a subsequent loss of the refrigerant charge for the unit. To execute a repair, we will need to re-pipe the discharge line, re-tap the threads for Compressor #2 and replace the bolts. Once this is done, the unit will be re-charged with new refrigerant”.

More in the Nature of Maintenance

86. The Tenant, Rahmatullah Harify, submits that “repairs are generally considered maintenance and not capital expenditures. Unless the landlord provides proof that the chiller was fully replaced, this should not qualify for AGI”. The Tenant, Isabel Albert, adds that “Central Air Conditioning is advertised [as] included in our rental costs. Therefore if the heat or AC requires fixing, that should be part of ongoing building maintenance”.

87. The Landlord, in its reply, submits that “we disagree that the costs claimed in this item would be considered routine, ordinary or general building maintenance... This was a major repair that was required to restore the chiller to working operation. Without these repairs, the chiller would have been inoperable. The total cost for this work was \$55,009 which in conjunction for the nature of the work, we submit would constitute a significant repair and would qualify under Section 126(7)(c) of the RTA”.

88. Subsection 18(1)(c) states that an eligible capital expenditure 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.

89. Therefore, the issue for the Board to consider is whether the chiller repair is considered “routine or ordinary work undertaken on a regular basis”. Having considered the nature, scope, and cost of the work, I find that the project does not qualify as either routine maintenance or ordinary work.

Scope of Work

90. The Tenant, Matthew Mason, submits that “there is no separation between the refrigerant recharge and the mechanical work on the chiller itself. Topping up the refrigerant could arguably be a standard maintenance obligation and thus not eligible for inclusion in an AGI”.

91. The Landlord, in its reply, submits that “as noted in the application, the outlet flange for the compressor had failed and cracked, causing damage to the flange bolts and discharge line, which resulted in the loss of refrigerant. The compressor required complete replacement and re-piping, and the lost refrigerant restored.

This was a major repair that was required to restore the chiller to working operation”.

92. I am satisfied that topping up the refrigerant after the repair is related to the overall project and therefore an eligible cost.

Future AGI

93. The Tenant, Matthew Mason, submits that “the next AGI filed is for a massive project during 2023 related to the heating and cooling system of the building: including the replacement of every Fan Control Unit and a corresponding pipe replacement. If this 2023 project included replacing the chiller here in Issue #4 – then that would mean there was no expected benefit of 5 years and thus this claim would be ineligible”.
94. The Landlord, in its reply, “confirmed that the chiller has not subsequently been replaced but did confirm they have repaired or replaced additional components as required to maintain the system”.
95. The question for the Board to consider is whether the chiller repair covered under this application was necessary to maintain the provision of an air conditioning system. Given that a third-party firm with expertise in building sciences determined the repairs were required, I am satisfied that the Landlord has met this requirement.
96. Accordingly, I am satisfied that the chiller repair work meets the definition of capital expenditure contained in subsection 18(1) of the O. Reg. 516/06 as it was a significant replacement, the expected benefit of which extends for at least five years. It also meets the test for eligibility under subsection 126(7)(c) because it is necessary to maintain the provision of an air conditioning system.
97. The cost of this capital expenditure is \$55,009.00.
98. The useful life of this capital expenditure is 15 years.

Capital Expenditure #4: Canopy Painting

99. The Landlord submits that the canopy painting was necessary to “remove loose paint and applied specialized wall coating designed to provide long-term protection against wind-driven rain, fungus, and mildew growth”. The scope of work involved scraping loose paint and re-coating the canopies. The Landlord submits that these items are “eligible” under subsection 126(7)(a) as it is necessary to protect or restore the physical integrity of the residential complex or part of it. The cost claimed in this capital expenditure is \$7,684.00.

Not an Extraordinary Repair

100. The Tenant, Rahmatullah Harify, submits that the canopy painting “is not extraordinary”.
101. The Landlord, in its reply, submits that “this cost would qualify under Section 126(7)(a) and (b) of the Residential Tenancies Act (RTA)”.
102. Pursuant to subsection 18(1) of O. Reg. 516/06, a “capital expenditure” refers to an extraordinary or significant renovation, repair, replacement, or new addition with a benefit lasting at least five years. Therefore, the Landlord must establish that the scraping of loose paint and recoating qualifies as an extraordinary or significant repair. Having considered the nature, scope, and cost of the work relative to the size of the 217-unit complex, I am not satisfied that the repair meets this threshold of significant or extraordinary based on the principle of proportionality. Accordingly, this portion of the claim is denied.
103. The weighted useful life for the capital expenditures is as specified on Schedule 3.

Written Submissions

Timing of Expenditures

104. The Tenant, Rahmatullah Harify, submits that “The RTA requires that eligible capital expenditures must be completed within the 18-month window (September 3, 2021 – March 3, 2023). Any expenditures outside this timeframe should be excluded”.
105. Pursuant to subsection 26(2) of O. Reg. 516/06:
- 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 to in the application.
106. The Landlord’s application indicates that the first effective date of the proposed rent increase is June 1, 2023. The date that is ninety days prior to the first effective date in this application is March 3, 2023. As a result, all work associated with the capital expenditures must have been completed during the period of September 3, 2021 to March 3, 2023.
107. As long as the invoices which predate the 18-month window are related to the overall project, and that project is completed and paid for during the 18-month period, the work may be deemed eligible. In this case, I am satisfied that the Landlord has established that all costs claimed in the application are related to the capital expenditures, which were completed during the 18-month period ending 90 days before the effective date.

Collective and Procedural Issues and Out of Scope Submissions

108. The Tenant, Matthew Mason, submits that there are “larger collective and procedural issues” with the application and application process including financialization of AGI’s, interest rates applied, and the outcome of case management hearings. The Tenant adds that the Landlord should have a “good faith requirement to access such [grant] programs” and raised issues surrounding the disclosure and distribution of documents.
109. The Landlord, in its reply, submits that “the onus is on the Landlord to determine what evidence they intend to introduce to support the eligibility of their claims. Just because a document is requested does not mean it is relevant to the application or the Board’s determination. Specifically, some of the documents requested did not exist. He requested documentation for any grants or rebates received. There were no grants or rebates received. He asked for contracts with Arctic Painting and CM Commercial Building Maintenance. There were no contracts, the services were retained based on purchase orders. Finally, he asked for financing details for the windows and door costs. There were some other requests such as internal communications between the Landlord and Contractors. This appeared to be a fishing expedition with no justification. There were no additional charges or penalties levied for unnecessary remobilization of furniture. We did not believe that this information was relevant to the Board’s determination, therefore, it was not provided. We do, however, wish to apologize for the lack of response to the Tenant’s December 29, 2025, request for further information”.
110. Regarding the disclosure of documents, as stated by the Landlord, they submitted and provided to the Tenants the documents they intended to rely on to support their claim. Having reviewed the application in its entirety, I am satisfied that the Landlord has adequately justified the costs and payments associated with the amounts claimed for this capital expenditure.
111. With regards to grants, the issue for the Board to determine is whether or not there were any amounts for grants or assistance from any level of government that contributed to the capital expenditure. If grants were received, those amounts would be deducted from the overall cost. In this case, the Landlord, in their application and their submissions, confirms that they received no energy savings incentives, or government grants, and nothing in the Tenants’ submissions leads me to believe otherwise.
112. Regarding the remaining issues raised by the Tenant, while I understand they are important to the Tenant, they are not matters which the legislation permits the Board to consider on the hearing of a landlord’s application for an above guideline increase. 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 eligible capital expenditures incurred respecting the residential complex or rental units. The Board cannot stop the Landlord from

exercising its right to apply for an above guideline increase. If the Tenants believe that the Landlord is in breached of their obligations under the Act, they are entitled to file their own application(s) at the Board in respect of these issues.

General

113. There is a prior Above Guideline Rent Increase (AGI) order, file number LTB-L-079421-22 (TNL-30982-21) concerning this property.
114. Some of the units in this current application are 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 units.
115. 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.
116. 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.
117. The Certificate of Service filed by the Landlord on December 4, 2025, indicates that some tenants 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 tenants. As a result, this order for a rent increase above the guideline under section 126 of the Act does not apply to the following tenants: Lorna Masdorp (308); Devin Allain (1408); Aharon McKoy (1906); and Ivan Church (2203).
118. The first effective date of the rent increase above the guideline is June 1, 2023.

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 2, 2026

Date Issued

Andrew Laurich

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 2023 is 2.50%, for 2024 is 2.50%, and for 2025 is 2.50%.

Schedule 1 - Units affected by this Order:**35 Wynford Heights Crescent, Toronto, Ontario, M3C 1K9**

101	302	502	701	902	1009	1208
102	303	503	703	903	1101	1209
103	305	505	704	904	1102	1401
105	306	506	705	905	1103	1402
106	307	507	706	906	1104	1403
107	308	508	707	907	1105	1404
201	309	509	801	908	1106	1405
203	402	601	802	909	1107	1406
204	403	602	803	1001	1108	1407
205	404	603	804	1002	1201	1408
206	405	604	805	1004	1202	1409
207	406	605	806	1005	1204	
208	407	606	807	1006	1205	
209	408	608	808	1007	1206	
301	501	609	901	1008	1207	

35 Wynford Heights Crescent, Toronto, Ontario, M3C 1L1

1501	1607	1804	2001	2107	2303	2501
1502	1608	1805	2002	2108	2304	2502
1503	1609	1806	2003	2109	2305	2503
1504	1701	1807	2004	2201	2306	2504
1505	1702	1808	2005	2202	2307	2505
1506	1703	1809	2006	2203	2308	2506
1507	1704	1901	2007	2204	2309	2507
1508	1705	1902	2008	2205	2401	2601
1509	1706	1903	2009	2206	2402	2602
1601	1707	1904	2101	2207	2403	2603
1602	1708	1906	2103	2208	2404	2604
1603	1709	1907	2104	2209	2405	2605
1604	1801	1908	2105	2301	2406	2606
1606	1803	1909	2106	2302	2407	2607

Schedule 2 - Tenants who are Affected by this Order:

Abdi, Hodan	Chrichlow, Lorraine	Gainor, Elizabeth S.
Abdulatif, Iftu	Church, Eileen	Gaitan Moncada, Mayra
Adamson, Loris	Church, Michele	Gallegos, Estela Moya
Alam, Bushra	Clanfield, Kathy	Garson, Arnold
Albert, Isabel	Coez, Cecile	Garson, Patricia
Aljas, Aili	Coez, Edith	Gazer, David
Allain, Rachel	Coley, Mark Anthony	Gecelter, Jacqueline
Amaya, Andrea	Colinares, Maria Victoria	Gerace, Darcy
Amaya, Monica	Colinares, Niel	Golovin, Vitaly
Andrade, Acucio	Couture, Stephanie	Gomez, Camilo Ballen
Andrew, Jeff	Couture Comtois, Lydia	Gomez, Jeffrey
Ansari, Saira	Coward, Basil	Gomez, Veronica
Ansari, Samir	Crane, Virginia	Gorovoy, Andrey
Arvanitakis, Robert	Dacheff, Florence	Gorovoya, Angelica
Atkins, Dauna	Cvetanka	Gorr, Debra Bond
Baker, Martin	Dallaire, Joanne	Gorr, Gary
Baltraite, Silvija	Dawoud, Ibrahim	Greenberg, Matthew
Baraghooshi, Mehran	Dawoud, Maryam	Guitar, Joseph Carlin
Barnes, Eileen	Deligioridis, Sophie	Guttikonda, Raviteja
Bedeau, Christine	Despatie, Robert	Hadjigeorgiou, Efthimios
Bedeau, Victor	Dib, Alisar	Hancaroglu, Rober
Benzing, Elaine	Dinova, George	Hanchard, Mark
Betts, Terrence	Douglas, Ian	Harify, Rahmatullah
Bhatti, Muhammad	Downard, Dayle J.	Harmes, Aubrey
Bindels, Joshua	Doyle, Patricia	Harrison, Brenda
Bird, Megan	Dreglia, Alexander	Harrison, Suzanne
Birze, Austra	Dreglia, Serguei	Hart, Jeanette
Boddington, Diana	Dreglia, Yalina	Hart, Warner
Boundy, Judith	Elmonayery, Irene	Hawthorne, Bruce
Boyce, Frances J.	Fabre, Marlenys Diaz	Heffron, Delia
Boyce, Susan	Famulag, Annaliza	Heffron, Dorie
Boyer, Lori	Famulag, Arian	Heffron, Glen
Brankston, Craig	Famulag, Jade	Henderson, John Alan
Brett, James	Feddema, Ralph	Herify, Homaira
Cameron, Christopher	Fields, Frances Therese	Hernandez Mompie,
Cameron, Elizabeth	Filtsos, Fani	Pablo
Cameron, Rosaline	Findlow, Ian	Herrera, Sandia Perez
Campbell, Doug	Fish, Dorothy	Hoover, Patricia
Champ, Barbara	Fish, Hymie	Hotoyan, Mrs. Maryan
Champ, James	Fitzgerald, Cecile	Houser, Marion
Chapman, Beverley	Fitzgibbons, Theresa	Hudda, Yasmin
Chavez, Nida	Florez, Ana Navia	Hutcheson, Tammy
Chen, Wenhui	Foucher, Pierre	Inciong, Levie
Chinoy, Navo	Gainor, Andrew	Jaeger, Emily

Jagnandan, Kirpaul
 Jagnandan,
 Rabindranath
 James, Barbara
 Jaramillo Salazar,
 Ricardo
 Jariol, Maria
 John, Lini
 Joseph, Naveen
 Kailan, Pansy
 Kaizer, Eleanor (Ellie)
 Kaizer, Irving (Sonny)
 Kayal, Eugene
 Kayal, Hoda
 Kayal, Victoria
 Khalameizer, Alla
 Khalid Malik, Kathryn
 Khan, Mohammad
 Khan, Shoaib
 Kirnon, Mary Ann
 Roseline
 Kitchen, Nancy
 Klorfine, Marilyn Ricki
 Knight, Lea
 Konstantelos, Steve
 Kotyk, John
 Kruka, Erik
 Labrash, Michael
 Lacho, Marjorie
 Lacho, Robert
 Lall, Kamila
 Laraya, Mylene
 Lau, Andy
 Lau, Fong Lin
 Lau, Kim Ming
 Lau, Maggie
 Leneeuw, Julie
 Lienaux, Attiya
 Lienaux, Farah
 Lim, Alfredo
 Linares Fonts, Maritza
 Lindsay, James
 Lontoc, Luis
 Lontoc, Theresa
 Luciano, Sal Andrea
 Lynn, Margaret

Lynn, William
 Lyons-Campbell, Donna
 MacDonald, Jacqueline
 MacKenzie, Louise M.
 Malekzadeh, Behzad
 Maraj, Heidi
 Marino, Vanessa
 Martin, Pina
 Masabo, Patrick
 Masdorp, David
 Mason, Matthew
 Matsukubo, Robert
 Jamie
 Mendoza, Albert
 Mendoza, Rosemarie
 Merchant, Alisha
 Minerson, Bruce
 Minerson, Tina
 Mohamed, Tahani
 Moulton, Ethel Jean
 Mountzouris, Kathy
 Mucka, Daniel
 Murphy, Mary Patricia
 Murphy, Stanley
 Naranjopena, Angela
 Nathani, Arshiya
 Nathani, Dilshad
 Nathani, Imran
 Nathani, Iqbal
 Nathani, Irfan
 Nebitko, Sophia
 Nebitko, Sophia Francis
 Nebitko, Theodore
 Negels, Mareks
 Neundorf, Alysa
 Neundorf, Jennifer
 Neundorf, Sarah
 Newton, Gerald
 Nguyen, Linh
 Nicholls, Robert
 Nicholls, Ruth
 Nocun, Christian
 Noel, Claude
 Norman, David
 Nunes De Souza,
 Pamela Elise

Nunes De Souza,
 Richard Raymond
 O'Byrne, Christel
 Oggu, Yamunasree
 Ormerod, Leonard
 Ortiz, Heather
 Ouelette, Christopher
 Palmo, Eva-Marie
 Papalabropoulos,
 Constantin
 Papalabropoulos,
 Theofanis
 Paracha, Aroosa
 Parish, Catherine
 Patel, Adil
 Patel, Nancy
 Patel, Yarish
 Peckford, Natalie
 Peralta, Frances
 Peralta, Maria Alexis
 Persaud, John
 Persaud, Mary
 Peschmann, Anna
 Peschmann, Dieter
 Pestell, Brian
 Pestell, Lynda
 Petcoff, John
 Petroff, Edward
 Phillips, Laura
 Picard, Denise
 Pijal, Wilmarck
 Prestwich, John
 Prudentino, Fely
 Ranger, Rene
 Redican, Sean
 Richards, Carol
 Richards, Jordan
 Riddell, Barbara Joyce
 Riga, Maria
 Rodriguez, Liliana
 Rojo, Richi Leen Mari
 Rojo, Rolando Rogan
 Rosenbloom, Gary
 Rousseau, Marie
 Danielle
 Ruiz, Homer

Sadiq, Saad
Sarmiento Cardenas,
John
Sekhri, Anne
Seward-Pearce, Janet
Shajaatullah, Shahnaz
Shujaatullah,
Mohammed
Shulist, Brittany
Siddiqi, Usamah
Siddiqui, Abida
Siddiqui, Sumreen
Singh, Dolly
Singh, Sunita
Sliwinska, Ewa
Smith, Carole
Smith, Morton
Snelgrove, Jason
Soares-Correia, James
Soulodre, Alice
Soulodre, Alyce
Soulodre, Jean
Spencer, Shalanda

Spiller, Gladys R.
Starkman, Catherine
Stone, Sheila
Sutherland, Allan
Sutherland, Dawn
Sutherland, Rayne
Sutherland, River
Sutherland, Shannon
Tagum, Asela
Tapp, Yvonne
Taylor, Patricia
Tehrani, Seyed Seyedin
Thom, Eric
Tiveron, Angelo
Tiveron, Renata
Trumbull, Autumn
Trumbull, Lois
Ubell, Bonita
Valenteyn, Brenda
Valenteyn, Johannes
Valmores, Maria Teresa
Valmores, Rachelle
Vassilev, Stoitcho

Vassileva, Ivanka
Vega, Lourdes
Veinberga, Dace
Veinbergs, Ingeborga
Vibert, Dale
Vir, Linda
Virani, Fairouz
Virani, Maheen
Walton, Patricia
Walton, William
Warford, Lorne
Warford, Mary
Weiner, Carolyn
Whittington, Andrew
Whittington, Beverley
Williams, Douglas
Wilson, Dexter
Wright, Patricia
Youngs, Derek
Zamani, Latif
Zhukov, Svetlana

Schedule 3 - Ordered Rent Increase Above the Guideline**First Effective Date of Rent Increase in this Order is June 1, 2023**

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 June 1, 2023 to May 31, 2024		For the Period of June 1, 2024 to May 31, 2025			
Rental Unit Address	% 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
101, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
102, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
103, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
105, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
106, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
107, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
201, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
203, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
204, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
205, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
206, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
207, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
208, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
209, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
301, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
302, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
303, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%

	For the Period of June 1, 2023 to May 31, 2024		For the Period of June 1, 2024 to May 31, 2025			
Rental Unit Address	% 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
305, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
306, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
307, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
308, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
309, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
402, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
403, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
404, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
405, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
406, 35 Wynford Heights Crescent	3.00%	3.00%	2.44%	2.44%	17	5.44%
407, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
408, 35 Wynford Heights Crescent	3.00%	3.00%	2.44%	2.44%	17	5.44%
501, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
502, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
503, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
505, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
506, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
507, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
508, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
509, 35 Wynford Heights Crescent	3.00%	3.00%	2.33%	2.33%	17	5.33%
601, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
602, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
603, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
604, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%

	For the Period of June 1, 2023 to May 31, 2024		For the Period of June 1, 2024 to May 31, 2025			
Rental Unit Address	% 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
605, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
606, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
608, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
609, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
701, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
703, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
704, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
705, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
706, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
707, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
801, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
802, 35 Wynford Heights Crescent	3.00%	3.00%	2.44%	2.44%	17	5.44%
803, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
804, 35 Wynford Heights Crescent	3.00%	3.00%	2.44%	2.44%	17	5.44%
805, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
806, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
807, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
808, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
901, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
902, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
903, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
904, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
905, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
906, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%

	For the Period of June 1, 2023 to May 31, 2024		For the Period of June 1, 2024 to May 31, 2025			
Rental Unit Address	% 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
907, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
908, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
909, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1001, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1002, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1004, 35 Wynford Heights Crescent	3.00%	3.00%	2.44%	2.44%	17	5.44%
1005, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1006, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1007, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1008, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1009, 35 Wynford Heights Crescent	3.00%	3.00%	2.44%	2.44%	17	5.44%
1101, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1102, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1103, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1104, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1105, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1106, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1107, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1108, 35 Wynford Heights Crescent	3.00%	3.00%	2.44%	2.44%	17	5.44%
1201, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1202, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1204, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1205, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1206, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%

	For the Period of June 1, 2023 to May 31, 2024		For the Period of June 1, 2024 to May 31, 2025			
Rental Unit Address	% 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
1207, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1208, 35 Wynford Heights Crescent	3.00%	3.00%	2.33%	2.33%	17	5.33%
1209, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1401, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1402, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1403, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1404, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1405, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1406, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1407, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1408, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1409, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1501, 35 Wynford Heights Crescent	3.00%	3.00%	2.44%	2.44%	17	5.44%
1502, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1503, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1504, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1505, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1506, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1507, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1508, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1509, 35 Wynford Heights Crescent	3.00%	3.00%	2.44%	2.44%	17	5.44%
1601, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1602, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1603, 35 Wynford Heights Crescent	3.00%	3.00%	2.44%	2.44%	17	5.44%

	For the Period of June 1, 2023 to May 31, 2024		For the Period of June 1, 2024 to May 31, 2025			
Rental Unit Address	% 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
1604, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1606, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1607, 35 Wynford Heights Crescent	3.00%	3.00%	2.44%	2.44%	17	5.44%
1608, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1609, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1701, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1702, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1703, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1704, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1705, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1706, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1707, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1708, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1709, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1801, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1803, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1804, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1805, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1806, 35 Wynford Heights Crescent	3.00%	3.00%	2.44%	2.44%	17	5.44%
1807, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1808, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1809, 35 Wynford Heights Crescent	3.00%	3.00%	2.44%	2.44%	17	5.44%
1901, 35 Wynford Heights Crescent	3.00%	3.00%	2.33%	2.33%	17	5.33%
1902, 35 Wynford Heights Crescent	3.00%	3.00%	2.44%	2.44%	17	5.44%

	For the Period of June 1, 2023 to May 31, 2024		For the Period of June 1, 2024 to May 31, 2025			
Rental Unit Address	% 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
1903, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1904, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1906, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1907, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1908, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
1909, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2001, 35 Wynford Heights Crescent	3.00%	3.00%	2.44%	2.44%	17	5.44%
2002, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2003, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2004, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2005, 35 Wynford Heights Crescent	3.00%	3.00%	2.44%	2.44%	17	5.44%
2006, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2007, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2008, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2009, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2101, 35 Wynford Heights Crescent	3.00%	3.00%	2.44%	2.44%	17	5.44%
2103, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2104, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2105, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2106, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2107, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2108, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2109, 35 Wynford Heights Crescent	3.00%	3.00%	2.44%	2.44%	17	5.44%
2201, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%

	For the Period of June 1, 2023 to May 31, 2024		For the Period of June 1, 2024 to May 31, 2025			
Rental Unit Address	% 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
2202, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2203, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2204, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2205, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2206, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2207, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2208, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2209, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2301, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2302, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2303, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2304, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2305, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2306, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2307, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2308, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2309, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2401, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2402, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2403, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2404, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2405, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2406, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2407, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%

	For the Period of June 1, 2023 to May 31, 2024		For the Period of June 1, 2024 to May 31, 2025			
Rental Unit Address	% 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
2501, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2502, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2503, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2504, 35 Wynford Heights Crescent	3.00%	3.00%	2.33%	2.33%	17	5.33%
2505, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2506, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2507, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2601, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2602, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2603, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2604, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2605, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2606, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%
2607, 35 Wynford Heights Crescent	3.00%	3.00%	2.93%	2.93%	17	5.93%

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 2023 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 2023 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.