



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

File Number: LTB-L-082980-24

In the matter of: 66 Park Street, Brockville, Ontario, K6V2G5

Between: Crystal Ireland Landlord
1000101693 Ontario Inc.

And

Refer to attached Schedule 2 Tenants

Crystal Ireland and 1000101693 Ontario Inc. (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 Tenants: Kimberley Edgley – Unit 1, Donald Vilneff – Unit 5, and Annette Anderson – Unit 8.

It is determined that:

Municipal Taxes and Charges

1. The Landlord justified a rent increase above the guideline because of an extraordinary increase in the municipal taxes and charges. I find that the increase in the municipal taxes and charges is “extraordinary” because the percentage increase between the reference year and the base year is greater than the guideline rent increase plus 50% of the guideline (section 28 of O. Reg. 516/06).
2. The maximum rent increase above the guideline because of an extraordinary increase in the cost for municipal taxes and charges is 4.54%. This increase is to be taken in the first year.
3. I have accepted the Landlord’s amended application filed with the Board on July 25, 2025.
4. The first effective date of the rent increase above the guideline is January 1, 2025.

The Calculation of the Increase

5. The Tenant residing in Unit 5 submits that the Landlord's calculated increase of 12.5% is well above any increase that most Tenants can expect in their income and that the increase in total municipal taxes is only 5.11%.
6. For clarity the Board considers whether there was an extraordinary increase in municipal taxes, as described in this Order above, and calculates the increase in accordance with the Rules set out under s. 29 and s. 31 of O. Reg. 516/06.

Maintenance

7. The Tenants residing in Units 1 and 8 submit, with some photographic evidence, that there are maintenance issues which they argue, support that the Landlord's application should be dismissed. These issues are as follows:
 - a. That their laundry dryer has not been drying clothing properly and despite messages from the Landlord that the dryer would be replaced or had been fixed, that the problem persists.
 - b. That snow and ice removal has not been done at all or has not been done effectively along a path and stairwell to the laundry (photographs included) – large pieces of ice had fallen nearly injuring the Tenant and their child.
 - c. There was a leak in their bedroom ceiling which went under the paint on the wall - text messages between Tenant and Landlord and photographs – the contractor was late or did not come to address the leak since they were waiting for it to dry, a new contractor was supposed to address the damages to the wall.
8. In reply, the Landlord submits that they do not dispute the maintenance issues with the repairs needed to the damaged wall as a result of a leak. They submit that it has been difficult to find a reliable contractor to do the repairs and that they are "in discussions" with a new contractor and are expecting repairs to be done shortly. The Landlord also submits that their snow removal did go on site to remove snow and ice and that on February 21, 2025 the stairwell to the Tenant's unit was completely clear of snow and ice.
9. In reply, the Landlord also submits property maintenance invoices.
10. New evidence is not permitted on reply. As such, the invoices submitted by the Landlord will not be considered.
11. Subsection 126(12) of the *Act* refers to serious, ongoing breaches of the Landlord's maintenance obligations. I am not satisfied that maintenance issues raised by the Tenants, even if they remain outstanding, would rise to the level of a serious breach of the Landlord's maintenance obligations. A disrepair problem

that is not “serious” as that term is used under the Act is not relevant to these proceedings. However, the Tenant(s) is entitled to file their own applications at the Board in respect of these issues.

Financial Hardship

12. The Tenants residing in Units 5, and 8 submit that the Board should consider financial hardship to Tenants caused as a result of any increase granted. They submit financial considerations include being on ODSP and an increase would impact them financially resulting in difficulties managing their health issues, having to pay child support and an increase would cause further financial strain.
13. Pursuant to subsection 205(2) of the Act where the Board makes an order for a rent increase above the guideline and that order is made more than three months after the first effective date of a rent increase in the order, the Board may permit a tenant to pay the Landlord the amount owing in monthly instalments.
14. Given that this order will issue more than three months after the first effective date of the above guideline rent increase herein, I am permitting the Tenants residing in Units 5 and 8 to pay any amounts owing to the date of the order in 6 monthly installments starting 30 days from the issuance date of this Order.
15. As always, if the Landlord is amenable to a longer repayment plan for those Tenants facing financial hardship that remains within the Landlord’s discretion.

Out of Scope Submissions

16. The Tenant residing in Unit 8 made submissions on matters which, while I understand are important to the Tenant, are not matters which the Act permits me to consider on the hearing of this application. The issues raised by the Tenant which are not relevant to my findings here are as follows:
 - a. The validity of Notice of Rent Increases received by affected Tenants.
 - b. That the Landlord’s sought increase is outrageous when they are early or right on time with their rent.
 - c. That the Tenant believes the Landlord is attempting to make their tenancy unmanageable, offering cash for keys, so that they can move out and the Landlord can renovate and charge higher rents.
 - d. Submissions from former and unaffected Tenants about maintenance and other issues that they experienced while residing in the building.
 - e. Submissions about other matters proceeding before the Board.
17. The legality of the Tenants N1 forms is not properly an issue before the Board on an L5 application hearing. After an order is issued granting an L5 application, a landlord is entitled to demand that the tenant pay the approved above guideline rent increase only if the landlord has served the tenant with a valid N1 Form seeking the above guideline rent increase.

18. If a landlord has failed to serve N1s in the relevant time period then that becomes relevant to any dispute between the parties as to how much rent is outstanding. However, validity of the N1 Forms are not relevant to the L5 application itself. If the Tenants end up paying what they feel is illegal rent because they believe that the N1 form was invalid then they can file the appropriate application with the Board. If they refuse to pay an amount demanded by the Landlord as a result of the Board's order on the L5 application the Landlord may bring applications for arrears of rent at which point the Tenants have the opportunity to argue that the N1s are invalid and the lawful rent is different than the Landlord is demanding. But none of that is properly the subject of a hearing of an L5 application.
19. Although the Tenants may feel it is unjust, the Board is a creature of statute charged with applying the law as written. Section 126 of the Act specifically provides that a Landlord may apply for an AGI for an extraordinary increase in the cost for municipal taxes and charges for the residential complex or any building in which the rental units are located. The Board cannot stop the Landlord from exercising its right to apply for an above guideline rent increase.

It is ordered that:

1. The Landlord may increase the rents charged by 4.54% for the units set out in Schedule 1.
2. The percentage increase set out in paragraph 1 is to be taken within the time period of January 1, 2025, to December 31, 2025.
3. The percentage increase set out in paragraph 1 may be taken in addition to the annual guideline in effect on the increase date for the unit.
4. The Landlord shall pay to the Tenants any sum of money that is owed as a result of this order within 60 days of the date of this order.
5. The Tenants residing in units 5 and 8 shall pay any amount owing to the Landlord as a result of this order in 6 monthly installments, beginning 30 days from the issuance date of this Order.
6. For all other Tenants, they shall pay to the Landlord any sum of money that is owed as a result of this order within 90 days of the date of this order.

June 11, 2026
Date Issued

Luciella Longo
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

Important Notes:

1. If the landlord has given a Notice of Rent Increase for a rent increase that is less than the ordered increase, the landlord may only take the rent increase set out in the Notice.
2. If the Tenant's rent is increased pursuant to the percentage increase ordered for capital expenditures and the same Tenant remains in the unit after the expiration of the weighted useful life for capital expenditures, then the rent will be reduced.
3. The annual guideline for 2025 is 2.50%.

Schedule 1 - Units affected by this Order:

66 Park Street, Brockville, Ontario, K6V2G5

1	4	5	7	8
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Schedule 2 - Tenants who are Affected by this Order:

Anderson, Annette
Edgley, Kimberley
Smith, Cindy
Vilneff, Donald
Wright, Matthew