



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

File Number: LTB-L-077129-25

In the matter of: 2 – 204 Queenston Crescent, London, Ontario, N5W 1N6

Between: Amiraco Properties Inc. Landlord

And

Refer to attached Schedule 2 Tenants

Amiraco Properties 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.

A Case Management Hearing took place by videoconference on April 22, 2026.

The following parties attended the hearing:

- **The Landlord's Representative:** Milan Seres; and
- **The Tenants:** Diva Eagle (Unit 106) and Tracy Malette Larcher (Unit 198)

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

Claim for Capital Expenditures:

- A. The maximum rent increase above the guideline because of capital expenditures is 4.73%. This increase is for the following capital expenditures:
 - a. Replacement of roof (re-shingle); and
 - b. Installation of railings on rear stairs to units.
- B. Where the Landlord's application requests an increase of 4.73% the maximum increase above the guideline for these units is **2.75%**. This increase is to be taken in the first year.
- C. Where the Landlord's application requests an increase of 0.93% the maximum increase above the guideline for these units is **0.55%**. This increase is to be taken in the first year.

On consent of the parties, it is ordered that:

1. The Landlord may increase the rents charged by the percentage increases and within the time periods set out in Schedule 3.
2. The percentage increase set out in Schedule 3 may be taken in addition to the annual guideline in effect on the increase date for the unit.
3. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order within 120 days of the date of this order

June 15, 2026

Date Issued

Monica Dairo

Hearings Officer, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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

Important Notes:

1. The Landlord may increase the rent charged by the ordered increase within the time period specified if at least 12 months have passed since the last rent increase or since the tenant moved in, and if the landlord has given the Tenant at least 90 days proper Notice of Rent Increase.
2. If the Landlord has given a Notice of Rent Increase for a rent increase that is less than the ordered increase, the Landlord may only take the rent increase set out in the Notice.
3. If the Tenant's rent is increased pursuant to the percentage increase ordered for capital expenditures and the same Tenant remains in the unit after the expiration of the weighted useful life for capital expenditures, then the rent will be reduced. Refer to Schedule 4 for information about the date and amount of the rent reduction.
4. The annual guideline for 2023 is 2.50%, for 2024 is 2.50%, for 2025 is 2.50% and for 2026 is 2.10%.

Schedule 1 - Units affected by this Order:

106 Queenston Crescent, London, Ontario, N5W 1N6
108 Queenston Crescent, London, Ontario, N5W 1N6
10 Queenston Crescent, London, Ontario, N5W 1N6
110 Queenston Crescent, London, Ontario, N5W 1N6
112 Queenston Crescent, London, Ontario, N5W 1N6
116 Queenston Crescent, London, Ontario, N5W 1N6
120 Queenston Crescent, London, Ontario, N5W 1N6
122 Queenston Crescent, London, Ontario, N5W 1N6
126 Queenston Crescent, London, Ontario, N5W 1N6
128 Queenston Crescent, London, Ontario, N5W 1N6
12 Queenston Crescent, London, Ontario, N5W 1N6
130 Queenston Crescent, London, Ontario, N5W 1N6
196 Queenston Crescent, London, Ontario, N5W 1N6
198 Queenston Crescent, London, Ontario, N5W 1N6
200 Queenston Crescent, London, Ontario, N5W 1N6
204 Queenston Crescent, London, Ontario, N5W 1N6
2 Queenston Crescent, London, Ontario, N5W 1N6
4 Queenston Crescent, London, Ontario, N5W 1N6
6 Queenston Crescent, London, Ontario, N5W 1N6

Schedule 2 - Tenants who are Affected by this Order:

Aird, Cindy
Bain, Warren
Burgess, Ryan
Clarke, Leanna
Collver, Susan
Cumpson, Deborah
Dickey, Serena
Duval, Jorge
Eagle, Diva
Eagle, Edward
Foster, Kailyn
Ivanova, Marina
Ivanova, Valeriy
Jones, David
Jones, Dorthaleen Holli
Krzewinski, Konrad
Longpre, Shaylene
Malette-Larcher, Justin
Malette-Larcher, Tracy
McGill, Carolyn
Minarsky, Alannah
Morrison, Craig
Paquette, Johnathon
Purdy, Corinthia
Rheault, Georgia
Saunders, Christine
Smith, Kyle
Steele, Scott
Sunn, Amanda
Trujillo, Mariana
Wilkins, Keith

Schedule 3 - Ordered Rent Increase Above the Guideline**First Effective Date of Rent Increase in this Order is January 1, 2026**

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, 2026 to December 31, 2026			
	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
2 Queenston Crescent	2.75%	2.75%	15	2.75%
4 Queenston Crescent	2.75%	2.75%	15	2.75%
6 Queenston Crescent	2.75%	2.75%	15	2.75%
10 Queenston Crescent	2.75%	2.75%	15	2.75%
12 Queenston Crescent	2.75%	2.75%	15	2.75%
106 Queenston Crescent	2.75%	2.75%	15	2.75%
108 Queenston Crescent	2.75%	2.75%	15	2.75%
110 Queenston Crescent	2.75%	2.75%	15	2.75%
112 Queenston Crescent	2.75%	2.75%	15	2.75%
116 Queenston Crescent	2.75%	2.75%	15	2.75%
120 Queenston Crescent	2.75%	2.75%	15	2.75%
122 Queenston Crescent	2.75%	2.75%	15	2.75%
126 Queenston Crescent	2.75%	2.75%	15	2.75%
128 Queenston Crescent	2.75%	2.75%	15	2.75%
130 Queenston Crescent	2.75%	2.75%	15	2.75%
196 Queenston Crescent	2.75%	2.75%	15	2.75%
198 Queenston Crescent	2.75%	2.75%	15	2.75%
200 Queenston Crescent	0.55%	0.55%	15	0.55%
204 Queenston Crescent	2.75%	2.75%	15	2.75%

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 2026 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 2026 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.