



Order under Section 126 Residential Tenancies Act, 2006

File Number: LTB-L-057610-25

In the matter of: 123 Kent Street, Whitby, Ontario, L1N 4Y1

Between: Ming Fong Landlord

and

Refer to attached Schedule 2 Tenants

Ming Fong (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 14, 2026.

The Landlord, and the Landlord's representatives, Roy Fong (the Landlord's son) and Cathy Fong (the Landlord's daughter) attended the Case Management Hearing. The Landlord, Ming Fong, provided verbal authorization for his son, Roy Fong, to represent him in this matter.

The following Tenants attended the Case Management Hearing: Jessica Allen (Unit 1), David Cotter (Unit 2), Christina Roy (Unit 3), Norma Duckworth (Unit 5), Sidney Paulo (Unit 7) and Jocelyn Hayes (Unit 8).

The Certificate of Service filed by the Landlord on March 11, 2026, indicates that some rental units listed in the application were not served with the application and notice of hearing. The Board shall therefore amend the application by removing these rental units. As a result, this order for a rent increase above the guideline under section 126 of the Act does not apply to Unit 4 and Unit 6.

At the Case Management Hearing, the Landlord amended the application with respect to Capital Expenditure No. 1 (Balcony Major Repair), as this expenditure affects the physical integrity of the residential complex and therefore should apply to all residential units. Furthermore, the Landlord amended the useful life of Capital Expenditure No. 3 (Electrical Supply) from 30 years to 25 years as per *Residential Tenancies Act, 2006* (RTA) and O. Reg. 516/06. Following this amendment, the Board recalculated the maximum rent increase, resulting in a total proposed increase of 14.29%. However, under the *Residential Tenancies Act, 2006*, the maximum allowable rent increase attributable to capital expenditures is capped at 3.00% per year, for a maximum total increase of **9.00%** over a three-year period.

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

1. The maximum rent increase above the guideline because of an extraordinary increase in the cost for municipal taxes and charges is 0.35%. This increase is to be taken in the first year.
2. The maximum rent increase above the guideline because of capital expenditures is 9.00%. This increase is for the following capital expenditures:
 - a. Balcony Major Repair;
 - b. New Hot Water & Boiler; and
 - c. Electrical Supply.
3. Where the Landlord's application requests an increase of 14.29%, the maximum increase above the guideline for these units is 9.00%. This increase is to be taken as follows: 3.00% in the first year; 3.00% in the second year, and 3.00% in the third year.
4. The weighted useful life for the capital expenditures is 22 years.
5. The first effective date of the rent increase above the guideline is November 1, 2025.

On consent of the parties, it is ordered that:

1. The Landlord may increase the rents charged by 9.00% for the units set out in Schedule 1.
2. The percentage increase set out in paragraph 1 is to be taken as follows:
 - a. The Landlord may increase the rents charged by 3.00% within the time period of November 1, 2025, to October 31, 2026;
 - b. The Landlord may increase the rents charged by 3.00% within the time period November 1, 2026, to October 31, 2027; and
 - c. The Landlord may increase the rents charged by 3.00% within the time period of November 1, 2027, to October 31, 2028.
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 or the Tenants shall pay to the other any sum of money that is owed as a result of this order within 60 days of the date of this order.

June 16, 2026

Date Issued

Floredana Ungureanu

Dispute Resolution 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. 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 2025 is 2.50%, and for 2026 is 2.10%. On or before August 31st of each year, the government will announce the guideline for the following year.

Schedule 1 - Units affected by this Order:

123 Kent Street, Whitby, Ontario, L1N 4Y1

1
2
3
5
7
8

Schedule 2 - Tenants who are Affected by this Order:

Allen, Jessica
Cotter, David
Duckworth, Allen
Duckworth, Norma
Hayes, Jocelyn
Paulo, Sidney
Roy, Christina

Schedule 3 - Ordered Rent Increase Above the Guideline**First Effective Date of Rent Increase in this Order is November 1, 2025**

The Landlord may increase the rent charged for the units affected by this order by the total percentages set out below and within the time periods set out below. These percentage increases may be taken in addition to the annual guideline in effect on the increase date for the unit.

	For the Period of November 1, 2025 to October 31, 2026			For the Period of November 1, 2026 to October 31, 2027		For the Period of November 1, 2027 to October 31, 2028			
Rental Unit Address	% inc for Taxes	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
1, 123 Kent Street	0.35%	3.00%	3.35%	3.00%	3.00%	3.00%	3.00%	22	9.00%
2, 123 Kent Street	0.35%	3.00%	3.35%	3.00%	3.00%	3.00%	3.00%	22	9.00%
3, 123 Kent Street	0.35%	3.00%	3.35%	3.00%	3.00%	3.00%	3.00%	22	9.00%
5, 123 Kent Street	0.35%	3.00%	3.35%	3.00%	3.00%	3.00%	3.00%	22	9.00%
7, 123 Kent Street	0.35%	3.00%	3.35%	3.00%	3.00%	3.00%	3.00%	22	9.00%
8, 123 Kent Street	0.35%	3.00%	3.35%	3.00%	3.00%	3.00%	3.00%	22	9.00%

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 of November 1, 2025 to October 31, 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 of November 1, 2025 to October 31, 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.