



Order under Section 126 Residential Tenancies Act, 2006

Citation: Siteline (9 Kingsbridge) Inc v Dalamba, 2026 ONLTB 46449

Date: 2026-06-17

File Number: LTB-L-007882-23

In the matter of: 9 Kingsbridge Court, North York, Ontario, M2R 1L6

Between: Siteline (9 Kingsbridge) Inc Landlord

and

Refer to attached Schedule 2 Tenants

Siteline (9 Kingsbridge) 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 Merits hearing was held by videoconference on April 14, 2026.

The following parties attended the hearing: Only the Landlord's legal representative, H. Waese and the Landlord's witnesses, P. Cutten and E. Khalili, attended the hearing. As of 9:17 AM, no Tenant was present or represented at the hearing although properly served with notice of this hearing by the LTB.

The application was originally scheduled to be heard by way a written Merits hearing. The Tenants requested an in-person hearing because they intended to call several witnesses including City of Toronto Building Inspectors and Supervisors, a mechanical engineer and a painting contractor to testify with respect to the capital expenditures. The Board changed the hearing format to a virtual Merits hearing.

A day before the Merits hearing the Tenants Association requested the rescheduling of the hearing. The person requesting the rescheduling on behalf of the Tenants Association did not disclose their identity. The Tenants Association stated that the lead Tenant (not named) had been hit by a drunk driver and that most of their witnesses could not testify on the day of the hearing. The Tenants Association requested a new hearing date otherwise 23 Tenants might show up and demand to be heard.

I proceeded with the hearing in the absence of the Tenants. The request was made less than 5 business before the hearing, and the Tenants did not obtain the consent of the Landlord. The statements made in the request are vague and unverifiable. Rule 21.4 of the LTB Rules of Procedure provides that:

Parties must contact the LTB to learn whether the request is granted and, if granted, the date of the rescheduled CMH or hearing. If the request is denied, the CMH or hearing will proceed on the scheduled date.

No Tenant attended the hearing to speak to the request to reschedule or to demand to be heard.

It is determined that:

1. 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

2. 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

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

4. 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

- 5. 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 May 3, 2021 to November 3, 2022.
- 6. 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

- 7. 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.

8. 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

9. The Landlord justified a rent increase above the guideline because of capital expenditures.
10. 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 **1.24%** 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.
11. The Landlord's application is for the following capital expenditures:
 - a. Foundation Wall Repair; and
 - b. Exterior Painting.

Capital Expenditure #1: Foundation Wall Repair

12. The Landlord undertook Foundation Wall Repair at the cost of \$96,615.00. The Landlord called P. Cutten, a professional engineer, as a witnesses to shed light

on the project. Mr. Cutten's firm, Synergy Partners, inspected the single level parking garage of the complex and found that the roof slab (underneath ground floor balconies and asphalt parking) was in good condition but there was evidence of water penetration and foundation leakage throughout the garage. Synergy Partners recommended addressing the water penetration and leaks by repairing deteriorated concrete and cracks in the concrete walls of the garage. Synergy Partners prepared the specifications, tendered the work, and supervised the work.

13. I find that the cost of the work is a capital expenditure, as the repairs were significant in scope and cost, and the expected benefit extends beyond five years.
14. The Landlord submitted that the expenditures are eligible because they were necessary to protect the physical integrity of the residential complex. I find that the cost of the Foundation Wall Repair is an eligible capital expenditure because it was necessary to protect the physical integrity of the residential complex. The useful life of the work is 15 years.

Capital Expenditure #2 Exterior Painting

15. E. Khalili, the Landlord's Director of Asset Management and Vice President of Operations, testified that the work was necessary because of deteriorated bricks in the exterior wall and peeling paint, particularly under balcony slabs. Water penetrated the brick wall into some units. The work involved replacing deteriorated bricks and painting the wall and balconies with paint that had the effect of a sealant. The work was completed in August 2021 at the cost of \$52,900.00.
16. The Landlord submitted that the expenditure is eligible because it was necessary to maintain the physical integrity of the residential complex and to maintain it in a state of good repair as required by Chapter 629 of the City of Toronto Municipal Code (Property Standards By-Law) paragraph 18.
17. In written submissions filed on behalf of the Tenant B. Mincovitch before the hearing, the Tenant alleged that the painting was not necessary to maintain the structural integrity of the building and that it was done for cosmetic purposes. The Tenant submitted a letter from a painter, Kenneth Axt, dated May 5, 2025, in support of this claim. The painter was not called to testify, and the painter's inspection took place long after the work was completed. It stands to reason that after the work was done it was no longer necessary to paint the building again.
18. I find that the work was necessary to seal the building envelope and comply with building standards. The Landlord is required to maintain exterior walls in a watertight condition and to ensure that the protective or decorative finishes of all exterior surfaces are maintained in good repair so as to prevent deterioration that

affects the appearance of the building. Similarly, paragraph 19 of the By-Law requires the Landlord to maintain all balconies free from defects.

19. The useful Life of the brick replacement and exterior painting is 10 years.

20. The weighted useful life for the capital expenditures is as specified on Schedule 3.

General

21. The first effective date of the rent increase above the guideline is February 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 90 days of the date of this order.

June 17, 2026

Date Issued

Egya Sangmuah

Vice Chair, 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%, and for 2024 is 2.50%.

Schedule 1 - Units affected by this Order:**9 Kingsbridge Court, North York, Ontario, M2R 1L6**

102	408
103	409
104	411
105	501
106	502
107	504
201	506
202	507
204	508
205	509
206	510
207	511
208	601
209	603
210	605
211	606
301	607
302	608
303	609
304	610
305	611
306	701
307	702
308	703
309	704
310	705
401	706
402	707
403	708
404	709
406	710
407	711

Schedule 2 - Tenants who are Affected by this Order:

Abdolrasooli, Rahil
 Aguas, Edwin
 Attias, Nicole
 Bank, Alireza
 Chernin, Elena
 Civera, David
 Comilang, Remedios
 Dalamba, Yolisa
 Daud, Ajmal
 Denov, Esther
 Devgan, Kajal
 Dias, Christopher William
 Dilworth, Merle
 Docil, P
 Ekshtut, Victor
 Falcan, Susan
 Francis, Mavis
 Fujimagari, Adam
 Fujimagari, Paul
 Galo, Kristian Bernard
 Garcia, E
 Gaston, Liz
 George, Alicia
 Ghrawi, Mounir
 Gibson, Rick
 Guthrie, Jeremy
 Holowach, Myna
 Juneja, Baldev Raj
 Kassaei, Gholamreza
 Kazipeta, Karthik
 Killens, David
 Kricievski, Mark

Lugtu, Rebecca
 Luib, Geronima
 Malkinska, Aleksandra
 McCalla, Ivis
 Mistica, Lorelei
 Oladimeji, Cynthia
 Osacenco, S
 Patel, Vansh
 Pecio, Mylyn
 Pensner, Geraldine
 Pesahov, Shmariahu
 Poladyan, Aram
 Rauti, Nicola
 Respicio, Feliza Nicolas
 Roizman, Genady
 Sanda, E
 Shah, Bharat
 Simon, David
 Simon, Steven
 Smyth, Justine
 Stepanyan, Bili
 Tabrizi, Yashar
 Tagasa, Marlon
 Tamm, Arkadiy
 Tigau, George
 Umoiyoho, Ikwaibom Aniefiok
 Unverzagt, Josh
 Upadhyay, Vishvajit
 Vicol, Cristian
 Vistal, K
 Yi, Guoping
 Zarzua, Teresita

Schedule 3 - Ordered Rent Increase Above the Guideline**First Effective Date of Rent Increase in this Order is February 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 February 1, 2023 to January 31, 2024			
Rental Unit Address	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
102, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
103, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
104, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
105, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
106, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
107, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
201, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
202, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
204, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
205, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
206, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
207, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
208, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
209, 9 Kingsbridge Court	0.73%	0.73%	15	0.73%
210, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
211, 9 Kingsbridge Court	0.73%	0.73%	15	0.73%
301, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
302, 9 Kingsbridge Court	0.73%	0.73%	15	0.73%
303, 9 Kingsbridge Court	0.73%	0.73%	15	0.73%
304, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
305, 9 Kingsbridge Court	0.73%	0.73%	15	0.73%
306, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
307, 9 Kingsbridge Court	0.73%	0.73%	15	0.73%
308, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
309, 9 Kingsbridge Court	0.73%	0.73%	15	0.73%
310, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
401, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
402, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%

	For the Period of February 1, 2023 to January 31, 2024			
Rental Unit Address	% inc for Cap Exp (Max 3%)	Total Increase (Excludes Guideline)	Weighted Useful Life	Total % for Cap Exp
403, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
404, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
406, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
407, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
408, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
409, 9 Kingsbridge Court	0.73%	0.73%	15	0.73%
411, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
501, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
502, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
504, 9 Kingsbridge Court	0.73%	0.73%	15	0.73%
506, 9 Kingsbridge Court	0.73%	0.73%	15	0.73%
507, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
508, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
509, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
510, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
511, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
601, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
603, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
605, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
606, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
607, 9 Kingsbridge Court	0.73%	0.73%	15	0.73%
608, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
609, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
610, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
611, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
701, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
702, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
703, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
704, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
705, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
706, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
707, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
708, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
709, 9 Kingsbridge Court	0.73%	0.73%	15	0.73%
710, 9 Kingsbridge Court	1.24%	1.24%	13	1.24%
711, 9 Kingsbridge Court	0.73%	0.73%	15	0.73%

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 February 1, 2023 to January 31, 2024, 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 February 1, 2023 to January 31, 2024, 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.