



Order under Section 126 Residential Tenancies Act, 2006

Citation: Siteline (7555 Goreway) Inc. v Moyles, 2026 ONLTB 46849

Date: 2026-06-17

File Number: LTB-L-037662-23

In the matter of: 7555 Goreway Drive, Mississauga, Ontario, L4T 3M9

Between: Siteline (7555 Goreway) Inc. Landlord

and

Refer to attached Schedule 2 Tenants

Siteline (7555 Goreway) 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 a written hearing. The Board received submissions from the following Tenants: Carson Frankum, Tenant Representative on behalf of 107 units; Darlene Roberts; Denise Martin; Lukasz Nyga; and Tracey Melbourne.

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

Preliminary Matters

Case Management Hearing

A Case Management Hearing (CMH) was held on November 6, 2025. The parties were unable to resolve all the issues and this application was subsequently scheduled for a written merits hearing.

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 November 3, 2021 to May 3, 2023.
- 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 maximum rent increase above the guideline because of capital expenditures is **1.73%**.
11. The Landlord's application is for the following capital expenditure:
 - a. Asphalt Replacement.

Capital Expenditure #1: Asphalt Replacement

12. The Landlord submits that the asphalt replacement was necessary as the "asphalt was unevenly graded with potholes throughout. Repaired to comply with city order". The scope of work involved the removal and replacement of approximately 167,000 ft² of asphalt at the complex. The Landlord submits that this item is "eligible" under subsection 126(7)(b) because the work was necessary to comply with subsection 20(1). The cost claimed in this capital expenditure is \$700,600.00.
13. In support of its claim, the Landlord submitted to evidence a property standards order from the City of Mississauga requiring the Landlord to "Repair/replace damaged and unevenly graded sections of driveway/parking areas and all potholes located on the property". The Landlord included photographs of the asphalt prior to the replacement depicting extensive alligator cracking, potholes, raveling, and damaged surfaces.

Eligibility

14. The Tenant, Lukasz Nyga, submits that the "work done to justify AGI was to bring building up to required legal standards... Forcing tenants to pay for legally required updates, knowing the building was purchased in disarray, is unfair and should be the landlord's responsibility".
15. The Landlord, in its reply, submits that "if a landlord carries out eligible capital expenditure work, they may make an application to the Board to recover the cost".
16. The question for the Board to consider is whether the Landlord led sufficient evidence to establish that the paving project was necessary for the Landlord to meet its ongoing maintenance and repair obligations under subsection 20(1) of the Act. Given the property standards order specifically required the Landlord

undertake repairs, and having reviewed the photographs submitted by the Landlord, I am satisfied that the work was necessary for the Landlord to meet its ongoing maintenance and repair obligations under subsection 20(1) of the Act.

17. Accordingly, I am satisfied that the asphalt replacement 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)(b) as the work was necessary to comply with subsection 20(1).

18. The cost of this capital expenditure is \$700,600.00.

19. The useful life of this capital expenditure is 15 years.

20. The weighted useful life for the capital expenditures is 15 years.

Written Submissions

Maintenance

21. The Tenants submits that the Landlord has not addressed a number of maintenance and health and safety issues affecting their units, and the building as a whole. These issues include:

- a. Outdated floors and windows;
- b. Insufficient heating;
- c. Issues with the maintenance portal;
- d. Issues with water and plumbing in individual units; and
- e. Electrical issues.

22. The Landlord, in its reply, submits that they have reviewed the maintenance requests and are following up with the Tenants to address the issues.

23. While I appreciate the maintenance issues raised by the Tenants, subsection 126(12) of the Act refers to serious, ongoing breaches of the Landlord's maintenance obligations. I am not satisfied that maintenance issue raised by the Tenants, even if they remain outstanding, individually or collectively would rise to the level of a serious breach of the Landlord's maintenance obligation. A disrepair problem that is not "serious" as that term is used under the Act is not relevant to these proceedings. However, if there are outstanding maintenance issues the Tenants are entitled to file their own application(s) at the Board in respect of these issues.

Fairness of the Landlord's Application

24. The Tenant, Lukasz Nyga, submits that the Landlord "is attempting to raise rents on grandfathered tenants. Many tenants are elderly or disabled and risk losing housing if forced out. This is unfair, unjust, and not a legitimate application for

above-guideline increases". The Tenant adds that "this is the fourth application for capital expenditures by the landlord. Repeated filings, combined with unit and portal issues, demonstrate harassment rather than a good-faith effort to justify costs".

25. The Landlord, in its reply, disagrees with the Tenant and submits that "all tenants who resided at the complex at the time the capital work was completed were included in the application. Only vacant units, or those who moved in after the work was completed, were excluded from the application. Pursuant to the legislation, any tenants who moved in after the work was completed cannot be included as a party to the proceedings. This is because their rent should already reflect that the work has been completed".
26. Although the Tenant may feel it is unjust, the issues raised are not something the Board is entitled to consider in determining whether a landlord's AGI application is successful. 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. Members do not have the discretion to deviate from the legal tests set out above and how the percentage rent increase is distributed across affected units.

Financial Hardship

27. Numerous Tenants submit that any rent increase approved under this application will result in substantial financial burden.
28. The Landlord, in its reply, submits that "the financial position of the Landlord or Tenants is not a consideration that the Board can make under Section 126 of the Residential Tenancies Act for the above guideline increase application. We have passed the Tenant's comments to the Landlord for their review and consideration".
29. The Landlord is correct. The Act does not provide the Board with the authority to consider the financial impact on the tenants of an AGI when determining whether a landlord's AGI application should be granted or denied. However 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.
30. Given the facts presented by the Tenants, I am not satisfied that an imposed installment plan would be appropriate in the circumstances. However, given the passage of time, I do find it appropriate to allow the parties 90 days to pay to the other any sum of money that is owed as a result of this order. 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 to do so.

General

31. There is a prior Above Guideline Rent Increase (AGI) order, file number LTB-L-081370-22 (CEL-05106-22) concerning this property.
- a. 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.
 - b. For capital expenditure work done, the Landlord cannot increase the rent by more than 3.00% (plus the annual guideline amount) in any one year period even if there are overlapping AGI orders.
 - c. The rent increases permitted by this current order may overlap with the increases in the prior AGI order up to the maximum of 3.00% per year (plus the annual guideline amount). However, if the maximum 3.00% 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.
32. The Certificate of Service filed by the Landlord on January 20, 2026, indicates that some rental units listed in the application were not served with the application and notice of hearing. The LTB 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 the following units: 6, 11, 26, 30, 31, 35, 37, 43, 45, 47, 56, 58, 59, 60, 62, 96, 102, 103, 114, 119, 122, 125, 126, 127, 133, 134, 136, 137, 138, 155, 157, 165, 166, 167, 192, 193, 194, 197, 198, 203, 205, 215, 227, 232, 245, 248, 250, 254, 258, 260, 267, and 270.
33. The first effective date of the rent increase above the guideline is August 1, 2023.

It is ordered that:

1. The Landlord may increase the rents charged by 1.73% 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 1.73% within the time period of August 1, 2023 to July 31, 2024.
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 90 days of the date of this order.

June 17, 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 3 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:**7555 Goreway Drive, Mississauga, Ontario, L4T 3M9**

1	54	101	164	219
2	55	104	168	220
3	61	105	169	221
4	63	106	170	222
5	64	108	171	223
7	65	109	172	224
8	66	110	173	225
9	67	111	174	226
10	68	112	175	228
12	69	115	176	229
15	70	116	177	230
16	71	117	178	231
17	72	118	179	233
18	73	120	180	235
19	74	123	181	236
20	75	128	182	238
21	76	130	183	239
22	77	131	184	240
23	78	132	186	241
24	79	135	187	242
25	80	139	188	243
27	81	140	189	244
28	82	141	190	246
29	83	142	191	247
32	84	143	195	251
33	85	144	196	252
34	86	145	199	253
36	87	148	200	255
38	88	149	201	256
40	89	150	202	257
41	90	151	204	263
42	91	152	206	265
44	92	153	207	269
46	93	154	209	271
48	94	158	211	273
49	95	159	212	274
50	97	160	214	275
51	98	161	216	
52	99	162	217	
53	100	163	218	

Schedule 2 - Tenants who are Affected by this Order:

Adams, Brian	Dyer, Nadine	Livingston, Ansel
Adedoyin, Adose	Dzevad, Saric	London, Tinisha
Almeida, Tony	Edwards, Carlene	Lopez, Luis
Amponsah, Grace	Edwards, Debra	Lowden, Christian
Andrews, Kenny	Edwards, Robert	Macdonald, Greg
Annabel, Santana	Ellis, Anne Marie	Mackorie, Jackie
Asumady-Sakyi, Isaac	Estrada, John	Madrid, Mildward
Balasal, Dawn	Fedato, Angelo	Mallette, Lisa
Balkissoon, Parbatie	Fiawornu, Winfred	Marinier, Christine
Baratto, Michael	Finegan, Tashanna	Marshall, Eric
Barbosa, Tony	Flowers, Jessika	Martin, Denise
Barnett, Jennifer	Folkes, Maisy	Mcaloon, Mike
Bassaragh, Yashaka	Francis, Beulah	Mccatty, Philip
Bath, William	Franco, Maureen	Mcclellan, Ian
Beckles, Nigel	Franko, Thom	Mcdonald, Paul
Bell, Milton	Fraser, Julian	Mckenzie, Beulah
Benjamin, Anna Kay	Frimpong, Beatrice	Meghoo, Joseph
Bharath, Vashma	Gardner, Robin	Melbourne, Tracey
Birt, Shannon	George, Shelly	Mendonca, Diamantina
Blake, Julius	Gough, Richard Van	Mighty, Derek
Bledy, Emil	Gray, Tom	Millen, Kenroy
Bledy, Marek	Greaves, Pearlina	Morgado, John
Boahene, Stephen	Greene, Amanda	Morgado, Sandy
Boakye, Seth	Gulyas, Andrea	Morrison, Elaine
Borges, Carla	Henderson, Babsir	Moyles, Sheldon
Brar, Amardeep	Henry, Yvette	Mueller, Fatima
Brown, Casey	Hunt, Alison	Nappier, Henry
Buffa, Roy	Hynes, Shenice Mclane	Nardo, Jennifer Di
Burchell, Myrtlebell	Irving, Rohan	Nunes, Assunta
Byers, Krista	Jeng, Sukai	Nyga, Lukasz
Cadrona, Pierre	Jeries, Richard	Olson, Holly
Calbourne, Nelson	Johnson, Lisa	Oppong, Letecia
Cantos, Pat	Johnston, Teralene	Owusu, Afram
Chambers, Rosie	Keatings, John	Pallai, Joseph
Christie, Jennifer	King, Vernon	Parkin, Mike
Clarke, Christine	Lagani, Joseph	Parris, Michael
Collins, Isylma	Laloon, Kamla	Partridge, Mark
Copperthwaite, Lindsey	Lartey, Joseph	Persad-Lakhansingh,
Costa, Lucia	Lawka, Derrick	Shivani
Cunningham, Linda	Lawrence, Kadian	Pessoa, Harry
Daley, Alicia	Lee, Rosemarie	Pham, Huu Nhan
Delorme, Barbara	Leon, Yolanda De	Phillips, Stacey-Ann
Duah, Emmanuel	Lincoln, Wayne	Pirka, Stilian
Dunkley, Clayton	Ling, Elicia	Poornananda, Anand

Porco, David
Press, James
Puzzo, Gianpaolo
Quarcoopome, Manny
Ramcharitar, Dan
Ramnathsingh, Kamtar
Ramsaywack,
 Bolanauyh
Reid, Annastacha
Reid, Roxann
Rice, Tonya
Richards, Jacqueline
Richards, Karen
Richards, Simone
Riley, Paul
Rivera, Rafael
Roberts, Darlene
Robinson, Pansy
Roopnarine, Paramdeo
Rose, Nehmbard
Rosenberger, David
Roszak, Lisa
Sanford, Sherrie

Santos, Ricardo
Sarpong, Gladys
Saunders, Alexander
Savage, Segun
Selkainaho, Harry
Shand, Daine
Sharma, Kamila
Simmonds, Amanda
Smalling, Karl
Smith, Keishan
Smith, Kevin
Sotindjo, Bernadette
 Fassinou
Sousa, Maria
Spence, Ann
Squires, Joan
Steele, David Andrew
Stewart, Petrine
Swaby, Mark
Swainson, Jon
Swainson, Troy
Taschuk, Robert
Thompson, Camille

Thompson, Sashae
Tikaram, Stacey
Tindale, Arline
Tomei, David
Tomkinson, Kelly
Trudel, Daniel
Tulloch, Ian
Turner, Dorent
Twynne, Ernest
Vanderheide, Wendy
Warner, Madonna
Wedderburn, Fiona
Weir, James
Wilde, Rory
Williams, Claudia M
Williams, Romane
Yakub, Akeil
Yeboah, Diana
Yeboah, Richard
Young, Cassandra
Youngberg, James
Zelniak, Tia

Schedule 3 - 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 August 1, 2023 to July 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 the order).

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 August 1, 2023 to July 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 the order).

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.