



Order under Section 126 Residential Tenancies Act, 2006

Citation: 2415 Jane Street Inc. v Martinez, 2026 ONLTB 47155

Date: 2026-06-18

File Number: LTB-L-042672-23

In the matter of: 2415 Jane Street, North York, Ontario, M3M 1A9

Between: 2415 Jane Street Inc. Landlord

and

Refer to attached Schedule 2 Tenants

This application was resolved by a written hearing. The Board received the following submissions from Tenants:

1. Carmen Porras-Lau (Unit 801);
2. Tracey Ann Scaffé-Miller (Unit 1802) – personally and on behalf of:
 - a. Maria Macias (Unit 606);
 - b. Crispin Blagogee (Unit 607);
 - c. Fabricio Salomon (Unit 1105);
 - d. Deisy Cruz (Unit 1503);
 - e. Deloris Miller (Unit 1605);
 - f. Janell Eugene (Unit 1706);
 - g. Damian Miller (Unit 1802);
 - h. Jemima Gyamfuaa (Unit 1807); and
 - i. Nikiesha Barnett (Unit 1808).

Replies to the Tenants' submissions were received from the Landlord.

Preliminary Matters

1. The Board sent a deficiency letter dated September 10, 2025 allowing the Landlord until September 25, 2025 to clarify information relating to the number of units covered by the application, as well as the completion date and costs for Capital Expenditures #1 and #2. The Landlord responded by email on September 10, 2025 enclosing two attachments: a request to amend and a copy of the proposed amendments to the application. The Landlord also filed an amendment on June 20, 2023 to correct the Landlord's name in the application. I accept all the amendments made by the Landlord and will consider the merits of the information provided in this Order.

It is determined that:

2. 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

3. 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

4. In addition to meeting the definition of capital expenditure, each of the Landlord's claimed items must be an "eligible" capital expenditure.
5. 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

- 6. 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.
- 7. 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

- 8. 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.

- 9. 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

10. The Landlord justified a rent increase above the guideline because of capital expenditures.
11. The Landlord's evidence justifies a rent increase above the guideline of **3.10%**, because of capital expenditures. However, pursuant to subsection 126(11) of the Act, the maximum permitted rent increase above the guideline because of capital expenditures in any year is 3.00%. As a result, the rent increase justified in this Application may be taken as follows: 3.00% in the first year, and 0.10% in the second year. These increases are in addition to the annual guideline rent increase.
12. The Landlord's application is for the following capital expenditures:
 - a. Capital Expenditure #1 – Elevator Modernization;
 - b. Capital Expenditure #2 – Roof Replacement; and
 - c. Capital Expenditure #3 – Walkway Repair and Waterproofing.

Capital Expenditure #1 – Elevator Modernization

13. The Landlord states that Capital Expenditure #1 involves work undertaken on three passenger elevators at 2415 Jane Street in North York, Ontario (the “Residential Complex”). The Landlord justifies the project at Schedule 2(c) of the application because the “original elevator mechanical and electrical components had reached end of service life and could no longer be reliably repaired.” The Landlord says the capital expenditure is eligible for an above guideline rent increase because it was necessary under subsection 126(7)(b) of the *Residential Tenancies Act* (the “Act”) to comply with housing standards and under subsection

126(7)(c) to maintain a mechanical conveying system. The Landlord claims a total cost for Capital Expenditure #1 of \$543,270.56.

14. The scope of work related to Capital Expenditure #1 is described in “Specification and Bid Documents” prepared by National Elevator Consulting on September 4, 2020. While the document is lengthy and detailed, the scope of work is summarized at paragraph B.1.1 as follows:

Three (3) passenger elevators with installation numbers 18702, 18703 and 18704 are to be modernized with new VVVF drive solid-state control equipment, new hoist machines and motors, new over-speed governors, new door operators and detectors, new wiring, new fixtures and some specific new cabin interior finishes.

15. The Landlord filed a letter from Michael Morgenstern of National Elevator Consulting dated December 23, 2020, to corroborate the need to complete this project, which is demonstrated in the following passages:

This letter is to confirm that National Elevator Consulting recommended having the three (3) elevators at 2415 Jane Street completely replaced (modernized) with new systems as the old elevators were unreliable. This determination was made following our inspection of the elevators on February 5, 2020.

Not only were the elevators over 50 years old and 25 years past their original projected life span, but most components were also obsolete making repairs very difficult and shut-down periods much longer than is typical on newer systems as replacement parts had to be sourced and/or fabricated. The new elevators... comply with all current safety code requirements and the Accessibility for Ontarians with Disabilities Act (AODA) which the original elevators did not.

16. The Tenants did not dispute the necessity or eligibility of this project as a capital expenditure under the Act.
17. Various technicians were engaged to carry out the work described in the “Specification and Bid Documents” under the supervision of National Elevator Consulting, including Direct Elevator Service Ltd., TK Elevator (Canada) Limited, A & Y Electrical, Sentinel D.E.C. Systems Inc. and Versatech. The Landlord filed copies of invoices and payment receipts for this project. These documents summarize work done and payments made sequentially over the project’s course. Taken together, this evidence demonstrates that the work and costs for Capital Expenditure #1 have been completed, paid and appear to be consistent with the scope of work described above.

18. Subsection 26(2) of O. Reg. 516/06 requires that a capital expenditure was completed within the prescribed 18-month period. In this case, the first effect date of rent increase is August 1, 2023, which means the 18-month period runs from November 3, 2021, to May 3, 2023. Some of the invoices for this project do not fall within this time span. For example, invoice 25030 from Direct Elevator Service Ltd. was rendered on September 21, 2020. However, the Regulation does not require every aspect of the work to be done only for it to be completed within the required 18-month period. Review of the submitted invoices indicates the last ones were rendered in 2022 and that the project work was completed in that year, which meets the requirements of subsection 26(2) of the Regulation.
19. The Landlord claims a useful life for Capital Expenditure #1 of 15 years, which is consistent with lines 1, 2 and 4 of Table 12 (Conveying Systems) to the Schedule in O. Reg. 516/06. These entries relate to the electrical controls, interior wall panels and mechanical retrofit of elevators. I find that this project involved an amalgam of these elements. Therefore, I also find that it is appropriate to designate a useful life of 15 years for Capital Expenditure #1.
20. Therefore, I find that the elevator modernization project completed by the Landlord meets the definition of capital expenditure contained in subsection 18(1) of O. Reg. 516/06 as it was a significant renovation, repair or replacement, the expected benefit of which extends for at least five years. It also benefits all units in the residential premises. The work also meets the test for eligibility under subsection 126(7)(b) of the Act as it was necessary to comply with housing standards, and under subsection 126(7)(c) because it was necessary to maintain a mechanical system. I am also satisfied that the work related to this capital expenditure was completed within the 18-month period as set out in s. 26(2) of O. Reg. 516/06.
21. The cost of this capital expenditure is \$543,270.56.
22. The useful life of this capital expenditure is 15 years.

Capital Expenditure #2 – Roof Replacement

23. This capital expenditure relates to the installation of a conventional 2-ply modified bitumen roof system at the Residential Complex. The Landlord justifies this capital expenditure under subsection 126(7)(a) of the Act as necessary to restore the physical integrity of the residential complex, and under subsection 126(7)(b) to comply with housing standards. The Landlord explains the project's reason and scope in Schedule 2(c) of the application where it is alleged the "original roof had reached end of service life due to weathering and water infiltration." The Landlord claims a total cost of \$227,886.83.
24. The project work was performed by Viana Roofing & Sheetmetal Ltd. and by The Elim Group Inc. Copies of the corresponding invoices and proofs of payment were filed with the application. These demonstrate the project's nature, necessity

and scope. The Landlord also filed an evidence brief containing a “Completed Roof Report December 21, 2021”, which gives a step-by-step summary of the work involved in the project. Taken together, this evidence demonstrates that the work and costs for Capital Expenditure #2 were completed, fully paid and appear to be consistent with the project’s defined scope of the work.

25. The Landlord also filed a “Completed Roof Report December 23, 2025” prepared by Peter Skillins, President of Project Management Group Limited. This report confirms that the Residential Complex “was built in 1968 making it about 53 years old.” The report continues to say:

Based on age alone, we suspect that the roofs on this building were the 2nd ones installed. The roofs were estimated to be over 25 years old.

Our inspection revealed multiple issues related to its age & we saw many areas where attempts had been made to make the roofs watertight but due the advanced age of the roofs, the attempts were mostly unsuccessful.

The roofs had greatly exceeded their Life Expectancies & we recommended that they be replaced as repairs were not working on roofs of that advanced age.

26. Taken together with the other Landlord’s other evidence, it is apparent that the roof repairs were necessary to protect and restore the integrity of the building (subsection 126(7)(a)) and to comply with housing standards (subsection 126(7)(b)). I also note that the Tenants did not dispute the necessity or eligibility of this project as a capital expenditure under the Act.
27. Three invoices for this capital expenditure have dates coming before the 18-month period described in subsection 26(2) of O. Reg. 516/06. However, the last invoice from Viana Roofing & Sheetmetal Inc. is dated December 23, 2021, and is accompanied by a company warrantee showing that the roof work was completed on December 20, 2021. For this reason, I find that the project was completed on that date and that it falls within the 18-month window required by the Regulation. As discussed in relation to Capital Expenditure #1, a project needs only to be completed within the required period to be eligible.

Conclusions for Capital Expenditure #2

28. The Landlord proposes a useful life of 15 years for this project, which is consistent with the lifespan of a built-up roof described at line 12 of Table 6 (Thermal and Moisture Protection) in the Schedule to O. Reg. 516/06. Therefore, I find it appropriate to assign a useful life to Capital Expenditure #2 of 15 years under subsection 27(1) of the Regulation.

29. In conclusion, I find that the roof replacement by the Landlord meets the definition of capital expenditure contained in subsection 18(1) of O. Reg. 516/06 as it constitutes a significant renovation, repair or replacement, the expected benefit of which extends for at least five years. It also benefits all units in the residential premises. The work is eligible under subsection 126(7)(a) as it was necessary to protect the physical integrity of the Residential Complex, and under subsection 126(7)(b) to comply with housing standards. I am also satisfied that the work related to this capital expenditure was completed within the 18-month period as set out in s. 26(2) of O. Reg. 516/06.

30. The project cost was \$227,886.83.

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

Capital Expenditure #3 – Walkway Repair and Waterproofing

32. This capital expenditure relates to walkway repair and waterproofing at the Residential Complex. The Landlord justifies this capital expenditure under subsection s.126(7)(b) to comply with housing standards. The reason for the work is described in Schedule 2(c) of the application to say it involved “repair and renewal of walkways and waterproofing disturbed during roofing works.” The Landlord claims a total project cost of \$16,950.00.

33. The scope of work involved in Capital Expenditure #3 is described in a “Completed Concrete Sidewalk Report Dated December 24, 2025”, which was filed as Exhibit 4 to the Landlord’s Evidence Brief. The Report consists of a letter from Peter Skillins, President of the Project Management Group Limited, that gives the following explanation of the project:

We do not know if the concrete at the east side was the original slab or if it had been replaced sometime over the previous 25 years or so.

Our inspection of the slab revealed multiple areas where the concrete slab had cracked & was broken and was therefore a safety issue as a trip hazard that left the public vulnerable.

The slab was past the point of being able to be repaired in localized small areas.

Our recommendation was to replace the broken slab areas with new poured in place concrete. This work was completed by the ELIM Group between May & July of 2022.

Tenant Submissions for Capital Expenditure #3

34. Tracey Ann Scaffie-Miller of Unit 1802 filed submissions on behalf of other Tenants listed earlier in this order, and at Appendix A to their submissions. The Tenants ask the Board to deny Capital Expenditure #3 because it “does not

constitute [an] eligible capital expenditure as [the repairs and waterproofing] are not necessary”.

35. To put these submissions in context, I note here that the project work was performed by The Elim Group Inc. (“Elim”), which rendered three documents filed at pages 107, 108 and 110 of the application. Page 107 contains Elim’s Invoice 1940T dated May 24, 2022 for “reconstruction of walkway and water proofing” in the amount of \$13,560.00. Page 110 contains Elim’s Invoice 1952T dated July 7, 2022 for “Progress Payment #2 and Final”, which is for \$3,390.00. Page 108 appears to be an estimate from Elim dated January 1, 2022, and identified with number E500. The nature of this last document is addressed in its preamble, which states:

We hereby agree to provide all labour and equipment to execute and complete the following general scope of work on behalf of the owner of 2415 Jane St. Toronto for the following price terms and conditions.

36. The contemplated work is then described at paragraphs 1 and 2, as follows:

Remove and replace damaged areas of concrete caused by recent roofing repairs. New concrete placement will follow all existing levels and grades.

Remove and relay damaged areas of interlock caused by recent roofing repair equipment following existing grades and levels.

37. The essence of the Tenants’ response to this evidence is found at paragraphs 10 through 14 of their submissions, which read as follows:

10. There is no receipt of payment for the \$10,500 amount in the E500 Invoice, although it is not claimed by the Landlord in the AGI application.

11. The Tenants argue that the \$10,500 amount in the E500 Invoice was for removing and replacing damaged concrete and interlock caused by roofing repair, as stated on the invoice itself.

12. If this \$10,500 cost amount in the E500 Invoice was included in the \$13,560.00 Invoice #1940T, it should not be included as an eligible expenditure in the Landlord’s AGI application.

13. Furthermore, the Landlord’s application states that the repair and renewal of walkways and waterproofing was “disturbed during roofing works”.

14. Any damage caused by the roofing repairs should not be borne by the Tenants, and should be claimed by damage insurance and borne by the Landlord.

38. The Tenants submit that the Landlord has not provided evidence demonstrating that this project was necessary to comply with housing standards. By implication, the Tenants also suggest that they should not be responsible to contribute to the cost of property damages caused by the Landlord or by someone carrying out work for the Landlord.
39. The response is found in paragraphs 21 through 23 of the Landlord's Reply Submissions dated February 19, 2026, which state as follows:
21. *The concrete sidewalk was replaced and damaged areas of interlock brick were re-set. A portion of the walkway and interlock were damaged during the roof project, and the remaining sections of walkway had cracked and settled over the previous 25 years, resulting in a trip hazard. Landlord Exhibit #4 sets out the results of the inspection made prior to the replacement of the walkway and the accompanying photos reflect the deteriorated condition.*
22. *There is ample evidence to establish the work was necessary to undertake and s. 629-23 A. of the Toronto Municipal Code establishes the minimum standard that must be maintained.*
23. *The tenants submitted that the amount of \$10,500.00 was for removing and replacing damaged concrete and interlock as a result of the roofing repair. The landlord obtained a quote (see E500 - P. 108 of the Supporting Documents Brief) from the contractor to carry out remedial walkway repairs following the roofing project. The landlord negotiated a reduction of \$10,500.00 from the roofing project to offset the cost of the repairs (see Vianna Invoice 2021-499-R – P. 87 of the Supporting Documents Brief). Regardless of the damaged sustained during the roofing project, the walkway had exceeded its lifespan and required replacement.*
40. The Landlord filed a copy of the relevant sections of the *Toronto Municipal Code*. Subsection 629-23 provides that “[s]teps, landings, walks, driveways, parking spaces, ramps and similar areas of a yard shall be maintained in good repair so as to afford safe passage under normal use.” The report from Peter Skillins of Project Management Group Limited recommended replacement of the damaged areas of slab, and the prior state of repair is corroborated by the photographs accompanying this report.
41. Having considered the evidence and submissions of the parties, I find that the work was necessary to comply with housing standards. The Tenants did not dispute that the age of the walkways or that portions were cracked and unsafe prior to the repair work.

42. I also note that the Landlords filed proofs of payment for the two invoices from Elim to a total of \$16,950.00, which equals the cost of Capital Expenditure #3 in the application.

Conclusions for Capital Expenditure #3

43. The Landlord proposes a useful life of 15 years for this project, which is consistent with the lifespan of concrete walkways described at line 10 of Table 1 (Sitework) in the Schedule to O. Reg. 516/06. The project also involved interlock brick work which has a useful life of 20 years at line 12 of Table 1. However, after reviewing all the evidence, I am satisfied that the brickwork has a negligible impact on the cost of Capital Expenditure #3 and would not meaningfully impact its weighted useful life. Therefore, I find it appropriate to assign a useful life to Capital Expenditure #3 of 15 years under subsection 27(1) of the Regulation.
44. In conclusion, I find that the walkway repair and waterproofing completed by the Landlord meets the definition of capital expenditure contained in subsection 18(1) of O. Reg. 516/06 as it constitutes a significant renovation, repair or replacement, the expected benefit of which extends for at least five years. It also benefits all units in the residential premises. The work is eligible under subsection 126(7)(b) to comply with housing standards. I am also satisfied that the work related to this capital expenditure was completed within the 18-month period as set out in subsection 26(2) of O. Reg. 516/06.
45. The project cost was \$16,950.00.
46. The useful life of this capital expenditure is 15 years.
47. The weighted useful life for the capital expenditures is 15 years.

Tenant's Submission Concerning Maintenance

48. Carmen Porras-Lau of Unit 801 made submissions to the Board by letter dated January 14, 2026 that raise concerns about a leaking sink in the unit's main bathroom, and disrepair of the unit's balcony. In support of this submission, the Tenant filed 7 photographs showing deterioration of the balcony, along with a "Request for Maintenance Repairs" and a Landlord's "Notice to Exercise the Right of Entry". For these reasons, the Tenant states:

I ask that you consider the submissions before you and implore to you to make the correct decision. All I want is a safe and clean place where my family and I can live. Having a further rent increase will cause further financial hardship for my household.

49. I will address the issue of affordability below. However, the question remains of whether the specified repair issues are relevant to the application for an above guideline rent increase. The response is found at paragraphs 20 and 21 of the

second Landlord's Reply Submission dated February 19, 2026, which provide as follows:

20. *The tenant submitted they had two outstanding maintenance requests for a washroom sink leak and a balcony rail panel. The tenant did not dispute any of the expenditures claimed in the application. In our submission the maintenance issues raised by the tenant are neither relevant to the application nor rise to the level of a serious breach. Notwithstanding, the landlord submits they have responded to and addressed both maintenance concerns. The landlord inspected and repaired the sink leak on January 14, 2026. The balcony rail panel was replaced on February 12, 2026. A copy of the invoice for the balcony work is attached to these submissions.*
21. *The tenants submitted that they wish to have a safe and clean place to live. The landlord submits that the tenant has not provided any evidence or information on any safety concerns at the residential complex. Furthermore, the landlord maintains a routine cleaning and maintenance schedule at the residential complex.*

50. Repair issues are not relevant to an application under section 126 unless a landlord is currently in serious breach under either subsection 126(12) or (12.1) of the Act. There is no evidence before me of such a breach. Further, the Landlord filed evidence that the alleged items of disrepair identified in the Tenant's submission have now been resolved. Therefore, I find that this issue is not relevant to this application as I lack evidence to conclude that there is an on-going breach. For this reason, I find that there are no grounds to deny the application on the basis of a serious breach under subsections 126(12) and (12.1).

Affordability

51. Both Tenant submissions refer to the impact of rent increases on affordability.

52. The Landlord responds to say that Carmen Porrás-Lau's submission gave no details of how the rent increase would cause financial hardship. In relation to the other Tenant submissions on this point, the Landlord answers:

The tenants submit they are on fixed incomes with physical limitations and seek a 12-month repayment plan. The landlord notes the costs it incurred are significant and they are not responsible for any delay associated with the processing of the application; therefore, a 12-month repayment term would be unnecessarily punitive.

53. Affordability of a rent increase is not relevant to the merits of an application under section 126 of the Act. However, subsection 205(2) allows as follows:

205.(2) If the Board makes an order for a rent increase above the guideline and the order is made three months or more after the first effective date of a rent increase in the order, the Board may provide in the order that if a tenant owes any sum of money to the landlord as a result of the order, the tenant may pay the landlord the amount owing in monthly instalments.

54. As this order is made more than three months after the first effective date of rent increase, the Board must consider its discretion under subsection 205(2). Factors relevant to this discretion include the rate of the rent increase, the possible amounts of accumulated arrears and the Tenants' ability to pay. While the Board has limited evidence about the ability of individual Tenants to pay the rent increase resulting from this order, I have considered the rate of increase, the length of time having passed since the first effective date and the rental information provided by the Landlord in the application. I have also considered the submissions of the Landlord. I am also mindful that the Tenants did not dispute the merits of Capital Expenditures #1 and #2, which comprise almost 98% of the combined costs of the application's three capital expenditures. In all the circumstances, I find it fair to allow the Tenants who have made submissions in this proceeding to pay any amount owing in six (6) monthly installments. All other Tenants and the Landlord are allowed to pay any resulting amount to the other within ninety days of this order.

General

55. The Certificate of Service filed by the Landlord on January 5, 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: 304, 407, 501, 508, 601, 608, 705, 1506, 1608, 1803, and 2002.

56. The first effective date of the rent increase above the guideline is August 1, 2023.

57. The following Tenants may pay any amount owing to the Landlord as a result of this order in six (6) monthly installments, beginning August 1, 2026:

- a. Maria Macias (Unit 606);
- b. Crispin Blagooee (Unit 607);
- c. Carmen Porras-Lau (Unit 801);
- d. Fabricio Salomon (Unit 1105);
- e. Deisy Cruz (Unit 1503);
- f. Deloris Miller (Unit 1605);
- g. Janell Eugene (Unit 1706);
- h. Tracey Ann Scaffa-Miller and Damian Miller (Unit 1802);
- i. Jemima Gyamfuaa (Unit 1807); and

j. Nikiesha Barnett (Unit 1808).

58. All other Tenants and the Landlord shall pay to the other any sum of money that is owed as a result of this order within ninety (90) days of the date of this order.

It is ordered that:

1. The Landlord may increase the rents charged by 3.10% 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 August 1, 2023 to July 31, 2024; and
 - b. The Landlord may increase the rents charged by 0.10% within the time period of August 1, 2024 to July 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 following Tenants may pay any amount owing to the Landlord as a result of this order in six (6) monthly installments, beginning August 1, 2026:
 - a. Maria Macias (Unit 606);
 - b. Crispin Blagogee (Unit 607);
 - c. Carmen Porras-Lau (Unit 801);
 - d. Fabricio Salomon (Unit 1105);
 - e. Deisy Cruz (Unit 1503);
 - f. Deloris Miller (Unit 1605);
 - g. Janell Eugene (Unit 1706);
 - h. Tracey Ann Scaffe-Miller and Damian Miller (Unit 1802);
 - i. Jemima Gyamfuaa (Unit 1807); and
 - j. Nikiesha Barnett (Unit 1808).

5. All other Tenants and the Landlord shall pay to the other any sum of money that is owed as a result of this order within ninety (90) days of the date of this order.

June 18, 2026

Date Issued

Andreas von Cramon

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%, for 2024 is 2.50%, and for 2025 is 2.50%.

Schedule 1 - Units affected by this Order:**2415 Jane Street, North York, Ontario, M3M 1A9**

101	607	1105	1703
104	701	1106	1704
106	702	1107	1705
107	703	1108	1706
201	704	1201	1708
202	706	1202	1802
203	707	1203	1804
204	801	1204	1805
205	802	1206	1806
206	803	1207	1807
207	804	1208	1808
208	805	1401	1901
301	806	1402	1902
303	807	1403	1903
305	808	1404	1904
306	901	1405	1905
307	902	1406	1907
308	903	1407	1908
401	904	1408	2001
402	905	1501	2003
403	906	1502	2004
404	907	1503	2005
405	908	1504	2007
406	1001	1505	2008
408	1002	1507	2101
502	1003	1508	2102
505	1004	1601	2103
506	1005	1602	2104
507	1006	1603	2105
602	1007	1604	2106
603	1008	1605	2107
604	1101	1607	2108
605	1103	1701	
606	1104	1702	

Schedule 2 - Tenants who are Affected by this Order:

Abdullah, Abdulla Khan Mir	Do, Viet Quang
Achiaw, Eric	Douglas, Simone Sarie-Ann
Acosta, Braian	Dua, Andy Nsiah
Adamson, Brian Johnston	Ekeh, Jane Ego
Addo, Gloria	Ellis, Inetta
Adeyemo, Adewale	Ellis, Jonell
Afram, Neemo	Espinoza, Edgar
Agyapong, Frank	Eugene, Janell
Ahi, Tony	Eugene, Pixery Lee
Allen, Fabien	Farrier, Craig
Anane, Patricia D.	Fernandez, Gina Dava
Arboleda, Blanca	Fidshe, Sabirin Abukar
Asfaha, Semret	Flores, Yolanda
Attal, Agnes G.	Gabriele, Stephen Patrick
Attal, Elias	Giang, Ngoc
Ayala, Antonia	Gill, Karen
Ayala, Jorge Luis Jalpay	Gonsalves, Dhanwantie
Baid, Mebrehatu Mebtom	Gordeyeva, Natalya
Balliah, Brenda O	Gray, Drew
Barnett, Nikiesha	Gray, Pauline
Barrios, Nisa Montserrat Hernandez	Gyamfuaa, Jemima
Barski, Alexander	Hall, Clive
Benn, Oscar	Hall, Michelle
Bernal, Alfonso Marin	Hector, Andronette
Betton, Carmen	Henningham, Matthew
Blagogee, Crispin Roy	Hirmiz, Franses
Blas, Nelida	Hormz, Benyamin
Bodnarek, Gail	Innocent, Schola
Borkalova, Chantel	Jimenez, Cecilia
Bryan, Neltashai	Jones, Joseph
Bryan, Velona	Jose, Jorge Jalpay
Budhram, Lilboy	Juarez, Karla Andrea
Budhram, Parmala	Kakou, You Khabir
Caesar, Junior	Kashila, Mado
Campbell, Nashwell N.	Kennedy, Helen
Campbell, Sandra	Khounnoras, Phongsavanh
Campbell, Sasheen C.	Kryszczuk, Koustanty
Campos, Kimberley S. Parada	Ky, Kha Tien
Campos, Rosa A.	Lalchan, Ronald
Carcelen, Luz Estella	Lau, Carmen Porras
Chanthanong, Vanh	Le, Anh Lan
Chapman, Imogene	Le, Khach
Chester, Eustacia Kimber	Le, Thi Trang
Clarke, Christopher	Lister, Kaitlynn
Cornwall, Ruth	MacDonald, Patricia Marie
Cruz, Deisy	Macias, Maria
Dara, Diane	Maco, Jose
David, Norma	Mahabir, Nigel

Manful, Daniel A.
 Marshall, Regina
 Martinez, Anna
 Mebrahtu, Milkias Beyed
 Mendoza, Esteban Solis
 Mengalle, Malcom Maboang
 Mesode, Sume Violet
 Miller, Damian
 Miller, Deloris
 Millington, Naomi
 Mohammad, Areef
 Mohammad, Nooria
 Moody, Roy George
 Motta, Ana Maria Ordonez
 Motta, Jose Fredy
 Nguyen, Jackson
 Nguyen, Lily
 Nguyen, Nhanh-Thi
 Nguyen, Phuong N.
 Nguyen, Trinh Ngoc
 Nguyen, Trinh Tuyet
 Nichols, Shiela
 Nissan, Bassam
 Nnadede, Solomon Eze
 Nnane, Comfort Mbote
 Noori, Mohammad Zahir
 Noori, Nelufar
 Norena, Francisco
 O.Peters, Joseph
 Obeng, George B.
 Offor, Romanus
 Ogden, Courtney
 Ogden, Donna
 Okakuo, Sylvester A.
 Okere, Onyinye Glory
 Olatunji, Owokoniran Afis
 Opoku, Ernestina
 Osadolor, Godwin
 Oviawe, Terry
 Owusu, Ransford Ababio
 Oyeade, Oksana
 Oyeade, Olaniyi
 Patterson, Delhi
 Persaud, Daveeka Cholendera
 Pinamang, Edusei Mariam
 Prince, Bertha
 Prince, Curt
 Quach, Chay
 Quiroga, Oliver Andres

Quynh, Thi Dieu
 Rahatka, Yuri
 Ramos, Jose Miguel Torres
 Raymond, Michel
 Richards, Annette
 Roberts, Christine
 Roberts, Eric
 Roberts Jr., Eric
 Roberts Sr., Eric
 Rodrigues, Victor J.
 Roman, Renan Sosa
 Rowe, Yanik
 Salaberry, Martin
 Salaberry, Paola
 Salerno, April
 Salerno, Sam
 Salomon, Fabricio
 Sanchez, Gertrudis
 Sarkes, Haij
 Scaffé-Miller, Tracey Ann
 Scala, Nancy
 Seniva, Elena
 Smilie, Roy
 Smith, Winston
 Sosa, Juan Jose Torres
 Stewart, Cleveland
 Sutherland, Marion
 Sybron, Stephen
 Syrotyuk, Volodymir
 Thinh, Do Gia
 Thompson, Byron
 Thompson, Gladys Sylvia
 Thorpe, Omar
 Toma, Juni
 Twum, Thomas Kwaku
 Vaughn, Mourine
 Vilche, Adriana
 Vilche, Blanca
 Villalobos, Aurora
 Villalpando, Miguel Angel Alonso
 Vo, Diep
 Vu, Thi Thu Hoa
 Wharram, Glen
 Yalda, Benyamen
 Yeboah, Irene Fima
 Youkhana, Mouayed Ramzi
 Zayya, Banyameen
 Zidkov, Elena

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.