



Order under Section 126 Residential Tenancies Act, 2006

File Number: LTB-L-066309-25

In the matter of: 28 Griffiths Drive, Paris, Ontario, N3L 4B7

Between: Maria Pinchera Landlords
Telephone Warehouse Inc.

and

Refer to attached Schedule 2 Tenants

MARIA PINCHERA and TELEPHONE WAREHOUSE INC. (the 'Landlords') 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 15, 2026.

The following parties attended the hearing: The Landlords' Authorized Representative, Sandro Battaglia, the Landlords, Maria Pinchera, the Tenant, Kevin Allan and Tenant Support, Sherry Allan.

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

Capital Expenditures

1. The capital expenditure is for the replacement of the furnace in Unit D.
2. The parties agree that the only unit in the complex that is affected by or benefits from the capital expenditure is Unit D. As such, the parties agree to accept the Landlords' request to amend the application to allocate 100% of the costs of the capital expenditure to Unit D.
3. The maximum rent increase above the guideline for Unit D because of capital expenditure is 3.74%. This increase is to be taken as follows: 3.00% in the first year; and 0.74% in the second year.
4. The weighted useful life for the capital expenditure is 15 years.
5. The first effective date of the rent increase above the guideline is December 1, 2025.

Municipal Taxes

6. The maximum rent increase above the guideline for ALL units because of an extraordinary increase in the cost for municipal taxes and charges is 0.43%. This increase is to be taken in the first year.

It is ordered on consent that:

1. The Landlords 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 Landlords or the Tenants shall pay to the other any sum of money that is owed as a result of this order within 30 days of the date of this order.

June 19, 2026

Date Issued

Rachael Kukoyi

Dispute Resolution Officer, Landlords 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 Landlords 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 Landlords 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 Landlords has given the Tenant a Notice of Rent Increase for a rent increase that is less than the ordered increase, the Landlords 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:

A
B
C
D

Schedule 2 - Tenants who are Affected by this Order:

Allan, Kevin
Jarvis, Christine
Turnball, Dean
Watts, Harold Lois

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

The Landlords 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:	December 1, 2025 to November 30, 2026			December 1, 2026 to November 30, 2027			
	% inc for Taxes	% 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
Rental Unit Address							
A, 28 Griffiths Drive	0.43%	0.00%	0.43%	0.00%	0.00%	0	0.00%
B, 28 Griffiths Drive	0.43%	0.00%	0.43%	0.00%	0.00%	0	0.00%
C, 28 Griffiths Drive	0.43%	0.00%	0.43%	0.00%	0.00%	0	0.00%
D, 28 Griffiths Drive	0.43%	3.00%	3.43%	0.74%	0.74%	15	3.74%

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 2025 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 2025 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.