



Order under Section 126 Residential Tenancies Act, 2006

File Number: LTB-L-082646-24

In the matter of: 1591 Lycee Place, Ottawa, ON, K1G 4A7

Between: 1319399 Ontario Inc. c/o GWLRA Realty Landlord

and

Refer to attached Schedule 2 Tenants

1319399 Ontario Inc. c/o GWLRA Realty (the 'Landlord') applied to the Landlord and Tenant Board (LTB) 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 (CMH) took place by videoconference on April 30, 2026. The following parties attended the hearing: Landlord Representatives, David Lyman, Counsel and Chris Tessier, Property Manager and Darcy Foster. In attendance was the Tenant of unit 612.

At the CMH the Landlord Representative indicated the following units were to be removed: 14, 203, 205, 404, 406, 515, 704, 801, 807, 1006, 1009, 1108, 1405, 1504 and 1516.

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

1. Where the Landlord's application requests an increase of 0.55% the maximum increase above the guideline for these units is **0.55%**. This increase is to be taken all in the first year.
2. The maximum rent increase above the guideline because of capital expenditures is for the following items:
 - a. Electrical Repairs; and
 - b. Exterior Wall Repairs.
3. The weighted useful life for the capital expenditures is 19 years.
4. The first effective date of the rent increase above the guideline is January 1, 2025.

On consent of the parties, it is ordered that:

1. The Landlord may increase the rents charged by 0.55% for the units set out in Schedule 1.

2. The percentage increase set out in paragraph 1 is to be taken within the time period of January 1, 2025 to December 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 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 29, 2026

DATE Issued

**C. M. Landon, Hearing 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 the Tenant 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 2025 is 2.50%.

Schedule 1 - Units affected by this Order:

0010	0913
0017	1005
0019	1007
0209	1008
0301	1013
0308	1015
0401	1016
0402	1101
0412	1104
0414	1105
0416	1109
0503	1111
0504	1202
0509	1203
0510	1204
0514	1213
0602	1408
0603	1409
0604	1415
0605	1416
0606	1503
0607	1507
0612	1508
0616	1509
0705	1511
0708	1512
0712	PH02
0811	PH03
0812	PH05
0814	PH06
0815	PH09
0816	PH10
0905	PH12
0911	PH15
0912	

Schedule 2 - Tenants who are Affected by this Order:

Abulela, Fayek
Afessi Ogouma, Itunu
Al-Amodi, Mohammed
Antone, George
Askwith, Howard
Barker, Kyle
Barker, Natalee
Barua, Arpa
Belanger, Kayla
Benson, David
Berhe, Tumezghi
Berman, Anthony
Bocci, Lewis
Bourne, Stephen
Boutros, Paul
Brebner, John
Brebner, John
Browne, Terry
Bungay, Glenn
Capistran, Chantal
Carmichael, Caroline
Carroll, Kelly
Childs, Benjamin
Cuber, Powel
Daoui, Nada
Davis, Joshua
Dejen, Eskender
Desrosiers, Adam
Dfouni, Amal
Downie, Lee-Erica
Egbunike, Michael
Emah, Akaninyene
Fazli, Payman
Forsyth, Alan
Frank, Kurtis

Gagnon, Robert
Girard, Audrey
Gtat, Farajj
Haile, Manaye
Hawn, Ruth
Hiscott, Darren
Howells, Henderson
Keldani, John
Kovac, Radmila
Laframboise, James
Lawrence, Kelsey
Leduc, Marc
Liu, Jianyu
Liu, Ziwei
Loo Tee, Arthur
Loyst, Clarke
Maitre, Marie
Massuod, Ahmed
Mennie, Garry
Milne, Tracy
Newland, Chris
Oaied, Alan
Saad, Rosette
Sara, Edmund
Sayeed, Atiya
Shecapio, Valerie
Smilovici, Lorne
Soule, Savannah
Taha, Ahmed
Tavakoli, Seyedkamyar
Thanh Dinh, Quang
Vikraman, Prathieksh
Yuen Leng, Yin
Zaneldin, Ahmad

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 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 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 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 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.