



Order under Section 126 Residential Tenancies Act, 2006

File Number: LTB-L-061413-24

In the matter of: 7 Bayswater Place, Kingston, Ontario, K7M 2B7
31 Bayswater Place, Kingston, Ontario, K7M 2B8

Between: Osgoode Properties **Landlord**

and

Refer to attached Schedule 2 **Tenants**

Osgoode Properties (the 'Landlord') applied to the Landlord and Tenant Board 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 Representative David Lyman, Counsel; and Landlord Agents Megan Wheatly, Regional Manager, and Sergio Martinez-Kawalski, Portfolio Manager. The Tenants in attendance were from the following units: from 7 Bayswater Place, Units 114, 123, 302, 318, and 319; and from 31 Bayswater Place, Units 104, 202, 203, 205, 306, 308, and 318.

The previous Tenants, Jesse Noordegraaf of 7 Bayswater Place, Unit 201, and Aya Louaye of 31 Bayswater Place, Unit 309 were removed as parties.

The Certificate of Service (COS) filed by the Landlord indicates that some rental units listed in the application were not served with the application and notice of hearing. The Board 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:

7 Bayswater Place: Units 103, 120, 202, 206, 209, 209, and 323;

31 Bayswater Place: Units 101, 107, 219, and 221.

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

1. The maximum rent increase above the guideline because of capital expenditure is **4.00%**. This increase is for the following capital expenditures:

a. Balcony and Cladding Repairs	d. Security Camera System Upgrades
b. Electrical Distribution Upgrades	e. Windows
c. Aluminium Railings & Panels	f. Garbage Container
2. Where the Landlord's application requests an increase of 4.69% the maximum increase above the guideline for these units is **4.00%**. This increase is to be taken as follows: 3.00% in the first year and 1.00% in the second year.

3. Where the Landlord's application requests an increase of 1.37% the maximum increase above the guideline for these units is **1.17%**. This increase is to be taken in the first year.
4. Where the Landlord's application requests an increase of 1.20% the maximum increase above the guideline for these units is **1.02%**. This increase is to be taken in the first year.
5. Where the Landlord's application requests an increase of 1.13% the maximum increase above the guideline for these units is **0.96%**. This increase is to be taken in the first year.
6. Where the Landlord's application requests an increase of 1.04% the maximum increase above the guideline for these units is **0.89%**. This increase is to be taken in the first year.
7. Where the Landlord's application requests an increase of 0.81% the maximum increase above the guideline for these units is **0.69%**. This increase is to be taken in the first year.
8. The weighted useful life for the capital expenditures is as set out in Schedule 3.
9. The first effective date of the rent increase above the guideline is **November 1, 2024**.

On consent of the parties, 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 120 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 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 2024 is 2.50%, for 2025 is 2.50%, and for 2026 is 2.10%.

Schedule 1 - Units affected by this Order:**7 Bayswater Place, Kingston, Ontario, K7M 2B7**

1	118	219	312
101	119	220	313
102	121	221	314
104	122	222	315
105	123	223	316
107	124	224	317
108	205	225	318
109	207	301	319
110	211	302	320
111	212	304	321
112	213	305	322
113	215	306	324
114	216	309	325
116	217	310	
117	218	311	

31 Bayswater Place, Kingston, Ontario, K7M 2B8

001	122	213	311
102	123	215	312
104	124	217	313
106	201	218	314
109	202	220	317
110	203	224	318
111	204	225	319
112	205	301	320
113	206	302	321
114	207	303	322
115	208	304	323
116	209	306	324
117	210	307	
119	211	308	
121	212	310	

Schedule 2 - Tenants who are Affected by this Order:

Acharya, Sudipta	Ellis, Nigel
Alcantara, Shannen	Evans, Sean
Armstrong, Alison	Faria, Lawrence
Ashton, Melissa	Fendyur, Andrey
Babcock, Patricia	Flynn, Jared
Baldesco, Ednaly	Fobert, Martin
Barr, Carrie	Frik, Hakan
Basaraba, George (Ron)	Gallagher, Jordan
Batalla, Rowell	Gasiorowski, Jerry
Belanger, Serena	Geiger, Jonella
Bell, Devin	Graham, Natalie
Bennett, David	Grenier, Lina
Bennett, Gemma	Hartling, Terry
Billings, Byron	Henderson, Joshua
Bird, Myrna	Hicks, Barry
Black, Robert	Holland, Brent
Booth, Vikki	Howes, Heather
Bouchard, Gerald	Huffman, Cody
Boucher, Jefferson	Hunter, Shelby
Bravakis, Isabelle	Irwin, Donna
Breen, Sandra	John, Buffie
Breton, Susan	Johnson, Peter
Brooks, David	Jose, Aney
Burnett, Jordyn	Joseph, Ackeem
Byvelds, Angela	Kaur, Amandeep
Call, Dawn	Kaur, Baljinder
Campbell, Steven	Kelderman, Kelsey
Cashman, Robert (Bob)	Kemp, Janice
Chakraborty, Niles	Kilfoyle, Camden
Chalmers, Sue	Kingston & District, Community Living
Cook, Sharon Lee	Knapp, Janice
Craig, McKayla	Knowlton, William (Dakota)
Cummings, Heather	Kuyntjes, Elizabeth
DaSilva, Olivia (Growin)	Kwarciak, Pawel
Davidson, Sheryl	Kwarciak, Urszula
Davidson, Stephen	Kyle, Samuel
Deguisse, Tyler	Langill, Leonard
Depencier-Smith, Ashton James	Leblanc, Leonard
Dobma, Sarah-Jane	Lennox, Nancy
Duncan, Oswald	Lewis, David
Duscharme, Lisa	Lewis, Katherine
Duteau, Matthew	Little, Heather
Edwards, Julia	Macatual, Alrey
Ellerbeck, Randall	Mackay, Daniel

Marko, Teisha
McCarville, Paul
McNeil, Erin
McNeill, Trevor
McQuaid, Justin
Mitchell, Alexander
Monahan, Sean
Morrison, Douglas
Munro, Brodie
Munroe, Megan
Murray, James
Nasresfahani, Amin
Nevin, Jessica
Norman, Ryan
Overend, Sherri
Paquin, Dave
Pedros, Debra
Peel, Kyle
Perel, Fred
Petersen, Chauntal
Phillip, Kelly
Pichette, Larry
Pike, Brenda
Pike, Fred
Pile, Sarah
Pinkney, Michael
Rawcliffe, Addison
Rawcliffe, Christine
Roberts, Karen

Roberts, Wayne H
Rogers, Sarah
Sachidanandam, Ravivarman
Sesia-Paquin, Karen
Sharma, Atish
Shiket, Aakash
Sinclair, Travis
Solowjew, Gavin
Soucy, Justin
Stewartt, Jaqueline (Jackie)
Swann, Barb
Szewczyk, Paul
Taylor, Ariane
Thompson, Paul
Thompson-Babcock, Jamey
Thomson, Robert (Bob)
Tondi, Anthony
Troiani, Chantal
Tudor, Judith (Judy)
Tully, Megan
Vollenwyder, Andrea
Watson, Kendra
Weber, Jordyn
Whetton, Victoria
Wilson, Jordan
Wilson, Kelly
Winter, Simon
Young, Elizabeth

Schedule 3 - Ordered Rent Increase Above the Guideline**First Effective Date of Rent Increase in this Order is November 1, 2024**

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 November 1, 2024 to October 31, 2025		For the Period of November 1, 2025 to October 31, 2026			
Rental Unit Address	% 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
1, 7 Bayswater Place	0.69%	0.69%	0.00%	0.00%	25	0.69%
101, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
102, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
104, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
105, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
107, 7 Bayswater Place	0.96%	0.96%	0.00%	0.00%	23	0.96%
108, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
109, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
110, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
111, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
112, 7 Bayswater Place	0.89%	0.89%	0.00%	0.00%	23	0.89%
113, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
114, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
116, 7 Bayswater Place	0.89%	0.89%	0.00%	0.00%	23	0.89%
117, 7 Bayswater Place	0.69%	0.69%	0.00%	0.00%	25	0.69%
118, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
119, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
121, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
122, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
123, 7 Bayswater Place	0.69%	0.69%	0.00%	0.00%	25	0.69%
124, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
205, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
207, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
211, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
212, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
213, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%

	For the Period of November 1, 2024 to October 31, 2025		For the Period of November 1, 2025 to October 31, 2026			
Rental Unit Address	% 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
215, 7 Bayswater Place	0.96%	0.96%	0.00%	0.00%	23	0.96%
216, 7 Bayswater Place	1.02%	1.02%	0.00%	0.00%	22	1.02%
217, 7 Bayswater Place	0.96%	0.96%	0.00%	0.00%	23	0.96%
218, 7 Bayswater Place	1.17%	1.17%	0.00%	0.00%	22	1.17%
219, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
220, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
221, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
222, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
223, 7 Bayswater Place	1.17%	1.17%	0.00%	0.00%	22	1.17%
224, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
225, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
301, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
302, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
304, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
305, 7 Bayswater Place	1.17%	1.17%	0.00%	0.00%	22	1.17%
306, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
309, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
310, 7 Bayswater Place	1.02%	1.02%	0.00%	0.00%	22	1.02%
311, 7 Bayswater Place	0.69%	0.69%	0.00%	0.00%	25	0.69%
312, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
313, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
314, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
315, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
316, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
317, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
318, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
319, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
320, 7 Bayswater Place	1.17%	1.17%	0.00%	0.00%	22	1.17%
321, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
322, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
324, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
325, 7 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
001, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
102, 31 Bayswater Place	0.69%	0.69%	0.00%	0.00%	25	0.69%

	For the Period of November 1, 2024 to October 31, 2025		For the Period of November 1, 2025 to October 31, 2026			
Rental Unit Address	% 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
104, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
106, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
109, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
110, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
111, 31 Bayswater Place	1.02%	1.02%	0.00%	0.00%	22	1.02%
112, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
113, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
114, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
115, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
116, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
117, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
119, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
121, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
122, 31 Bayswater Place	1.17%	1.17%	0.00%	0.00%	22	1.17%
123, 31 Bayswater Place	0.69%	0.69%	0.00%	0.00%	25	0.69%
124, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
201, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
202, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
203, 31 Bayswater Place	1.02%	1.02%	0.00%	0.00%	22	1.02%
204, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
205, 31 Bayswater Place	0.89%	0.89%	0.00%	0.00%	23	0.89%
206, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
207, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
208, 31 Bayswater Place	0.96%	0.96%	0.00%	0.00%	23	0.96%
209, 31 Bayswater Place	0.89%	0.89%	0.00%	0.00%	23	0.89%
210, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
211, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
212, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
213, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
215, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
217, 31 Bayswater Place	0.89%	0.89%	0.00%	0.00%	23	0.89%
218, 31 Bayswater Place	1.17%	1.17%	0.00%	0.00%	22	1.17%
220, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
224, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%

	For the Period of November 1, 2024 to October 31, 2025		For the Period of November 1, 2025 to October 31, 2026			
Rental Unit Address	% 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
225, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
301, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
302, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
303, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
304, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
306, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
307, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
308, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
310, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
311, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
312, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
313, 31 Bayswater Place	0.69%	0.69%	0.00%	0.00%	25	0.69%
314, 31 Bayswater Place	0.69%	0.69%	0.00%	0.00%	25	0.69%
317, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
318, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
319, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
320, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
321, 31 Bayswater Place	0.00%	0.00%	0.00%	0.00%	0	0.00%
322, 31 Bayswater Place	0.96%	0.96%	0.00%	0.00%	23	0.96%
323, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%
324, 31 Bayswater Place	3.00%	3.00%	1.00%	1.00%	17	4.00%

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 November 1, 2024 to October 31, 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 the period of November 1, 2024 to October 31, 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.