



Order under Section 135 Residential Tenancies Act, 2006

Citation: Abiodun-Adeyemi v Brown, 2026 ONLTB 7281

Date: 2026-01-21

File Number: LTB-T-048085-25

In the matter of: 84 FLOWERTOWN AVE
BRAMPTON ON L6X2K7

Between: Omowumi Remilekun Abiodun-Adeyemi Tenant

And

Pamela Brown Landlord

Omowumi Remilekun Abiodun-Adeyemi (the 'Tenant') applied for an order determining that Pamela Brown (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 19, 2026.

Only the Tenant attended the hearing.

As of 9:47 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, this tenancy is exempt from the *Residential Tenancies Act*, 2006 (the "Act"). Therefore, the application is dismissed.
2. At the outset of the hearing I noted that the rental unit address and the Landlord's address were the same, and asked the Tenant if the Landlord lived in the rental unit. The Tenant testified to the following in this respect:
 - a. The Landlord did live in the rental unit at the same time as the Tenant, though the Landlord had another home she would go to when she needed to relax;
 - b. The Tenant did not stay at the rental unit often as they felt they were being mistreated by the Landlord, and so were unaware of how often the Landlord stayed at that other home. However, when the Tenant did stay at the rental unit the Landlord was staying there as well;

- c. The Tenant was supposed to have full access to the kitchen and bathroom under the terms of their lease, but the Landlord told the Tenant after moving in that they could not store their items in the bathroom and kitchen; and
- d. The Tenant did not cook often, but when they did cook they utilized the kitchen which was shared with the Landlord to do so, and did use the shared bathroom.

3. Section 5(i) of the Act states:

“5. This Act does not apply with respect to,

...

(i) living accommodation whose occupant or occupants are required to share a bathroom or kitchen facility with the owner, the owner’s spouse, child or parent or the spouse’s child or parent, and where the owner, spouse, child or parent lives in the building in which the living accommodation is located;”

- 4. I find based on the testimony of the Tenant that they were required to share a kitchen or bathroom facility with the owner of the rental unit, and on that basis that this tenancy was exempt from the Act pursuant to section 5(i) of the Act.
- 5. While the Tenant disputed this given they were not permitted to store items in the kitchen and bathroom of the rental unit, I find that given the shared kitchen and bathroom facilities were still utilized by the Tenant, and that the lease agreement specified the Tenant was entitled to full use of these facilities, this situation falls squarely within the exemption as contemplated by section 5(i) of the Act.
- 6. Further, while the Tenant submitted that because the Landlord had another home, the rental unit may not have been their full time residence, the Tenant’s own evidence was that whenever the Tenant stayed in the rental unit, the Landlord was also staying there. This is the best evidence before me with respect to the type of occupation by the Landlord, and is sufficient to establish on a balance of probabilities that this was the Landlord’s full-time residence.
- 7. Given my findings above, the LTB does not have jurisdiction to hear this application.

It is ordered that:

- 1. The Tenant’s application is dismissed.

January 21, 2026
Date Issued

Benjamin Seigel
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.