



Order under Section 135 Residential Tenancies Act, 2006

Citation: Rondeau v Fernando Martins, 2026 ONLTB 8641

Date: 2026-01-26

File Number: LTB-T-040812-25

In the matter of: 280 SOMERSET ST E
OTTAWA ON K1N6V8

Between: Marc Djonay Rondeau Tenants
Alias Amelin
Regis Kodua
Ellis Nino Nkurunziza
Seyi Ayedegbe

And

Tina Fernando Martins Landlord

Marc Djonay Rondeau, Alias Amelin, Regis Kodua, Ellis Nino Nkurunziza and Seyi Ayedegbe (the 'Tenants') applied for an order determining that Tina Fernando Martins (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 21, 2026.

The Landlord's Legal Representative, Marc Roger Gagné, the Landlord, and the Tenants, except Ellis Nino Nkurunziza, attended the hearing.

At the hearing, the Tenants advised the request for a French hearing was made in error. The hearing proceeded in English only. Therefore, no French order will be issued.

Determinations:

Preliminary Issue:

1. The Landlord's Legal Representative raised a preliminary issue that this matter was already resolved at a hearing held on September 25, 2025, through Board order LTB-L-057100-25. This was an L1 Application, which is an application to evict a tenant for non-payment of rent. At that hearing, the parties entered into a consent agreement whereby the tenancy would be preserved based on a repayment plan. The parties agreed that the lawful rent was \$4,250.00, and the arrears of rent were calculated accordingly.

2. The Tenants confirm that at the hearing, they agreed and consented that the lawful rent was \$4,250.00 and the arrears of rent were based off that monthly rent amount.
3. In this T1 application, the Tenants are disputing the lawful rent, \$4,250.00. The Landlord's Legal Representative submits that the lawful rent was already addressed at the hearing held on September 25, 2025, and that the parties agreed to what the lawful rent was. Although the Tenants agree that is what happened, they argue that they felt forced to sign the consent agreement.

Analysis

4. The doctrine of *res judicata* operates to ensure finality of decisions and prevent abuse of process. It stops a party from being able to seek another order on the same issue. In effect, it prevents a "second kick at the can". It has two aspects, issue estoppel and cause of action estoppel. The test for issue estoppel has three elements, which must all be present:
 - (1) the same question has been decided;
 - (2) the decision which is said to create the estoppel was final; and,
 - (3) that the parties to the prior decision were the same persons as the parties to the proceedings in which the estoppel is raised.
5. The Board has a residual discretion as to whether to apply the doctrine of *res judicata* even if all three of these criteria are satisfied. Further, *res judicata* or issue estoppel should not be applied in circumstances that would create an injustice.
6. The question for me to determine is whether this application raises the same issue as the issue considered in LTB-L-057100-25.
7. The issue in both applications is what the lawful rent is. The lawful rent was agreed to in LTB-L-057100-25 at the September 25, 2025, hearing.
8. The decision in LTB-L-057100-25 was final. It was not appealed, and the Tenants did not request to review the decision.
9. The parties to the prior decision are the same persons as the parties to these proceedings. The Landlord, the Tenants, and the rental unit are all the same.
10. I therefore find that issue estoppel-*res judicata* applies to this application as all the of the requirements are met.
11. Therefore, this application must be dismissed.

It is ordered that:

1. The T1 application is dismissed.

January 26, 2026
Date Issued

Paula West Oreskovich
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.