



**Order under Section 69 / 88.1 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-064158-25

In the matter of: 2, 9 LEXINGTON RD
BRAMPTON ON L6P2A9

Between: OLUTOSIN FALEYE Landlord

And

IBIYEMI AFOLABI Tenant

OLUTOSIN FALEYE (the 'Landlord') applied for an order to terminate the tenancy and evict IBIYEMI AFOLABI (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

OLUTOSIN FALEYE (the 'Landlord') also applied for an order requiring IBIYEMI AFOLABI (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

OLUTOSIN FALEYE (the 'Landlord') also applied for an order requiring IBIYEMI AFOLABI (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on November 24, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, I find it appropriate to exercise my discretion and therefore, the tenancy shall continue on the conditions ordered below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On July 5, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on July 7, 2025, with a termination date of July 30, 2025. The notice of termination contains the following allegations:
 - a) The Tenant denied access to portions of the rental unit after being served with a valid Notice of Entry;
 - b) The Tenant blocked access to the residential complex's cold room;
 - c) The Tenant blocked the corridor with personal items;
 - d) The Tenant utilized a storage room as a bedroom;
 - e) The Tenant stored personal items in the furnace room; and
 - f) The Tenant stored tires on the sidewalk outside.
4. Section 64(3) of the *Residential Tenancies Act, 2006* (the 'Act') states the Notice is void if the Tenant within seven days after receiving the notice, stops the conduct or activity or corrects the omission. The seven-day voiding period is from July 8-14, 2025.
5. The Landlord did not provide any evidence of Notices of Entry being issued to access the rental unit during this voiding period.
6. The Landlord did not provide any evidence that the Tenant's tires were being stored on the sidewalk during the voiding period, as alleged in the N5 Notice
7. The Landlord was unable to provide evidence that the allegations of denial of access, utilization of the storage room as a bedroom, and the storage of personal items in the furnace room continued during the voiding period.
8. As such, I find the Tenant voided these specific allegations in the N5 pursuant to section 64(3) of the Act.

Cold Room and Personal Items in the Corridor

9. The Landlord testified that photos he provided of the residential complex's cold room being blocked and personal items being stored in the corridor were taken during the voiding period. The access door to this cold room is located in the common hallway of the basement and the photos submitted into evidence showed that the cold room door was

blocked by a shelf containing footwear. This shelf, along with various other personal items, constituted the items identified by the Landlord as blocking the corridor.

10. The Tenant testified that the Landlord had allowed her to install the shelf containing footwear and a coat rack. She further testified that she was the only “user” of the basement corridor and that her usage of this space did not constitute a substantial interference with either the Landlord or any other tenant.
11. I find that the Tenant did block the Landlord’s access to the cold room and did store her personal items in the common hallway of the residential complex.
12. The Landlord claimed \$500.00 in out-of-pocket expenses in relation to substantial interference in his L2 application in relation to the blockage of the cold room door.
13. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Wilful or Negligent Damage

14. On July 5, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on July 7, 2025. The notice of termination contains the following allegations:
 - a) The Tenant damaged/altered the kitchen countertop;
 - b) The Tenant damaged drywall in the furnace room; and
 - c) The Tenant removed and disposed of a kitchen cabinet and living room furniture without permission.
15. The Landlord claimed \$15,750.00 in damages, as follows:
 - a) Replacement of 3 Piece Fabric Furniture Set - \$4,500.00
 - b) Damaged Central Table - \$650.00
 - c) Wall Repairs - \$5,000.00
 - d) Replace Damaged Counter-Top - \$3,500.00
 - e) TOTAL - \$13,650.00

Landlord’s Evidence

16. The Landlord testified that the apartment was rented as furnished and included living and dining room furniture. He indicated that the dining room (central) table was damaged and disposed of by the Tenant and that the fabric furniture set was missing.
17. The Landlord further testified that the kitchen countertop was damaged by the Tenant and that a kitchen cabinet was removed and disposed of by the Tenant. The Landlord did not provide any specific evidence of the countertop damage.

18. The Landlord indicated that the Tenant did damage to the drywall in the furnace room. The Landlord provided into evidence photographs of alleged improper wiring in the furnace room, but did not specifically indicate any drywall damage.

Tenant's Evidence

19. The Tenant testified that she told the Landlord that the dining room table was damaged and that she placed it on the back deck of the residential complex. She indicates that the Landlord ultimately cleared all of the items off the deck himself.
20. The Tenant further testified that the fabric furniture was not disposed of and that pieces of it were with other tenants in the residential complex (upstairs) and the remainder was in the furnace room.
21. The Tenant further testified the kitchen countertop had a vinyl covering on it that the Landlord classified as damage. She has subsequently removed the vinyl covering and provided photographs into evidence of the current state of the countertop, which appears to be undamaged.
22. The Tenant also provided a photograph of the alleged missing kitchen cabinet and stated that, since it didn't meet her needs, she removed it and stored it in the furnace room.
23. Photographs of the furnace room submitted into evidence clearly showed that pieces of the fabric furniture were being stored in that room.
24. The Tenant did not pay the Landlord the reasonable costs to repair the damage. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).

Analysis

25. The Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord.
26. The Landlord provided evidence in support of his allegations that the cold room door was being blocked by the Tenant and that the Tenant's personal items were cluttering the common corridor. While the Tenant indicated that the Landlord has allowed her to make use of this space, there was no evidence provided to support this assertion. I prefer the Landlord's evidence (specifically the photographs) and testimony regarding these allegations.
27. Accordingly, I find that the Tenant's actions constitute a substantial interference with the Landlord's enjoyment of the residential complex.
28. The Landlord has not proven that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.

29. The Landlord did not provide any evidence of the specific damages he claimed in the application, including his claimed \$5,000.00 in drywall damages or \$3,500.00 in countertop damages. The Tenant provided photographs confirming that the furniture claimed as damaged/missing by the Landlord was actually being stored in the furnace room and that the kitchen cabinet was similarly located.
30. The disposition of the dining room (central) table remains disputed. The Landlord indicates that the Tenant disposed of the table, while the Tenant states that the Landlord himself disposed of the broken table.
31. I prefer the Tenant's evidence regarding these damage allegations. Her evidence regarding the disposition of the dining room (central) table was clear and reasonable, and her testimony and photographic evidence regarding the kitchen countertop and fabric furniture was compelling.
32. The Landlord further failed to provide evidence in support of his claimed \$500.00 in out-of-pocket expenses. These expenses appear to be purely related to alleged inconvenience suffered by the Landlord, and I do not find them reasonable.
33. Accordingly, I do not find that the Tenant caused wilful or negligent damage to the rental unit.

Relief from eviction

34. The Landlord sought a termination of the tenancy and payment of damages. As indicated above, I do not find that damages are warranted in this matter.
35. The Act is remedial in nature. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("Matthews"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."
36. The Court of Appeal for Ontario's reasons in *Matthews* are consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
37. Therefore, terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
38. Given the nature of the founded allegations in this case (cold room door blockage and personal items in the common corridor), I find that a conditional order to remedy these items is appropriate. These concerns are easily remedied by the Tenant.
39. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
40. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. On or before February 13, 2026, the Tenant shall remove all personal items from the common corridor in the residential complex, including any items blocking the cold room access.
3. For the duration of the tenancy, the Tenant shall keep the common corridor, including the cold room access, clear of personal items.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2 and 3 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 10, 2026 at 4.00% annually on the balance outstanding.

January 29, 2026
Date Issued

Curtis Smith
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.