



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Ramlochun v Diouf, 2026 ONLTB 11245

Date: 2026-02-05

File Number: LTB-T-044677-25-RV

In the matter of: R6, 79 STEWART ST
OTTAWA ON K1N6H9

Between: Trinetra Ramlochun Applicant

And

Ndeye Khady Diouf Respondent

Review Order

Trinetra Ramlochun (the 'Applicant') applied for an order determining that Ndeye Khady Diouf (the 'Respondent') collected or retained money illegally.

This application was resolved by order LTB-T-044677-25, issued on December 4, 2025.

On December 16, 2025, the Applicant requested a review of the order.

The review was heard by videoconference on January 26, 2026.

The Applicant and the Respondent attended the hearing.

Reasons:

Facts

1. The facts of this case are not in dispute. The application concerns a rooming house with somewhere between six and nine bedrooms. The building is managed by Arktos Property Management, which is either the landlord or acts on behalf of the landlord. Tenants rent individual bedroom from Arktos. There are a common kitchen and bathroom, or several common kitchens and bathrooms, shared by the tenants of the various bedrooms.
2. The Respondent originally rented room 6. In May 2024, her monthly rent was \$645.00.
3. In mid to late 2024, the Respondent moved to a different room in the building. She rented the new room from Arktos, and paid a separate rent for it. She kept renting room 6, because she eventually wanted her brother to move into that room. In the meantime, in May 2024 she sublet room 6 to the Applicant for \$750.00 monthly.

4. Effective January, 2025, ArktoS increased the Respondent's rent for room 6 to \$651.12, and the Respondent increased the Applicant's rent to \$772.50.
5. The sublet ended, and the Applicant vacated room 6, at the end of August, 2025.
6. The Applicant brings this application on the basis that the rent the Landlord charged her was higher than what was permitted by the *Residential Tenancies Act, 2006* (RTA). She seeks an order that the Respondent reimburse her for the overpaid amounts.

Review

7. The application was first heard on November 27, 2025. Member Xiao found that the Respondent rented the entire building from the landlord, lived in one of the bedrooms, and rented out the other bedrooms including room 6. On that basis, she concluded that the whole building was a single rental unit. The Applicant and Respondent were roommates, and were not in a landlord-tenant relationship within the meaning of the RTA.
8. Clearly, Member Xiao's decision was based on a serious error regarding the facts. The parties agree that the Respondent did not rent the entire building from the landlord. She rented two units, under two separate tenancy agreements. The building's other tenants rented their rooms from ArktoS, not from the Respondent.
9. I therefore granted the review and held a new hearing of the application.

New hearing

10. The Respondent argues that the Applicant's subtenancy is not governed by the RTA. She argues that it is exempted by section 5(i), which provides that the RTA does not apply to:

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.
11. It is true that the Applicant was required to share a kitchen and bathroom with the Respondent while they both lived in the building. However, the Respondent was not the owner or the owner's spouse, child, etc. Consequently, section 5(i) does not apply.
12. The relationship between the parties was a valid subtenancy under the RTA. ArktoS rented room 6 to the Respondent, and the Respondent sublet it to the Applicant.
13. Section 134(3)(a) of the RTA provides that no tenant shall sublet a rental unit for a rent that is greater than the rent that is lawfully charged by the landlord for the rental unit. In this case, the Respondent charged the Applicant more rent than ArktoS was charging her, in contravention of section 134(3)(a). The Applicant is entitled to have the overpayment returned to her.
14. Because she cannot recover amounts paid more than one year before filing this application, the Applicant cannot be reimbursed for May 2024. From June through December 2024, she overpaid by \$105.00 monthly (\$750.00 - \$645.00). From January

through August 2025, she overpaid by \$121.38 (\$772.50 - \$651.12). The total overpayment comes to \$1,706.04. The Respondent will be required to repay her that amount, and the filing fee for this application.

It is ordered that:

1. Order LTB-T-044677-25, issued on December 4, 2025, is cancelled and replaced by this order.
2. The Respondent shall pay the Applicant \$1,754.04, which represents overpaid rent and the filing fee for this application.
3. If the Respondent does not pay the full amount owing by February 16, 2026, she will owe simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.

February 5, 2026
Date Issued

Dale Whitmore
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.