



Order under Section 115 / 135 Residential Tenancies Act, 2006

Citation: Madojutimi v Chana, 2026 ONLTB 11137

Date: 2026-02-17

File Number: LTB-T-045221-24

In the matter of: 118 GOLLINS DR
MILTON ON L9T6J6

Between: Oluwaseun Abraham Madojutimi Tenants
Faith Madojutimi

And

Tejpal Chana Landlords
Satpreet Chana

Oluwaseun Abraham Madojutimi and Faith Madojutimi (the 'Tenants') applied for an order determining that Tejpal Chana ('TJ') and Satpreet Chana (the 'Landlords')

- collected or retained money illegally (*T1 Application*)
- entered the rental unit illegally (*T2 Application*).
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application began on October 30, 2025, and was heard by videoconference. The Tenants, and their Legal Representative, Jora Kuner, attended the hearing, and the Landlords and their Legal Representative, Patience Loyal, attended the hearing.

The matter was completed on January 30, 2026. The first-named Tenant attended the hearing, and the Landlords and their Legal Representative, Patience Loyal, attended the hearing.

Determinations:

Preliminary Issues:

1. The Landlord submits that the Tenants failed to submit their amended application before the due date set out in Interim Order LTB-T-045221-24. The Tenants were required to amend their application on or before April 8, 2025. However, the Tenants did not file a request to amend their application until July 15, 2025.

2. The Tenants submit that their Legal Representative (as he was then) was only retained recently. He worked quickly to amend the application after being retained. The Tenants state that the amendments were provided only to clarify the allegations, did not amend the remedy, and were done with sufficient time such that the Landlord could respond to the allegations.
3. When considering whether amendments to applications ought to be granted, I refer to the Board's *Rules of Procedure*, which states:

Rule 15.3

The request to amend will be decided at the hearing after considering:

- a. whether the amendment was requested as soon as the need for it was known;
- b. any prejudice a party may experience as a result of the amendment;
- c. whether the amendment is significant enough to warrant any delay that may be caused by the amendment;
- d. whether the amendment is necessary and was requested in good faith; and
- e. any other relevant factors.

Rule 15.4

The LTB may exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding.

4. When I consider Rule 15.3(a), the request to amend was not made as soon as the need for it was known. However, when I consider the good faith reasons for the amendment, and the prejudice to the parties, I am satisfied that it is appropriate to exercise my discretion to grant the Tenants' request. Although the Tenants did delay in seeking legal counsel who then amended the application, the amendments were served 3.5 months before the hearing. In my view, this reduced any prejudice the Landlord may have faced because of the delay.
5. I granted the Tenants' request to amend their application. The hearing proceeded.

Tenants' T1 Application

6. As explained below, the Tenants proved the allegations contained in the T1 application on a balance of probabilities. Therefore, the Landlord must return \$3,486.00 to the Tenants.
7. The Tenants state that they were charged an unlawful rent increase well above the guideline and seek to be reimbursed for the overpayments. The Landlord states that the parties, in good faith, formed a new lease agreement with new terms.
8. The questions for the Board to determine are:
 - i. Were the parties free to form a new lease agreement?
 - ii. What is the lawful rent?

Background

9. The tenancy began in 2021. The rental unit is a townhouse and the Tenants, and their children are the only occupants. At the commencement of the tenancy, the rent was \$2,551.00 each month. The Tenants are still in possession of the rental unit as of the date of the hearing.
10. The parties agree that sometime in the summer of 2023, the Landlords approached the Tenants about terminating their tenancy. TJ explained that the rental unit was needed to house his father-in-law who had been living in Ottawa but needed to be closer to family as he is aging, and the rental unit is very close to the Landlords' home. The parties agreed orally at this time that the Tenants would terminate their tenancy on September 30, 2023.
11. However, it came to pass that the Tenants revoked their agreement to terminate the tenancy. TJ attended the rental unit on September 30, 2023, and gave the Tenants an N12 notice of termination ('N12') with a termination date of November 30, 2023. It is not disputed that the Landlords did not file an L2 application with the Board pursuant to service of the N12 notice on the Tenants. It is also not disputed that the rental unit is subject to the rental control provision found in s.120(2) of the *Residential Tenancies Act* ('the Act').
12. The Tenants approached the Landlords to renegotiate the termination date because they had children, and they wanted their kids to finish out the school year before moving. The Landlords agreed and the parties negotiated a new fixed-term lease for the period between January 1, 2024, and June 30, 2024. The new lease included the following changes:
 - Increased the rent to \$2,800.00;
 - Added Tenant Faith Madojutimi as a leaseholder;
 - Removed a clause pertaining to the hot water heater rental.

Were the parties free to negotiate a new rental agreement?

13. The Landlords submit that the parties negotiated in good faith and entered into a new lease agreement with new terms. They state that new terms were negotiated, and that valuable consideration was exchanged between the parties. They submit pursuant to the principles of contract law, the new lease is lawful. They point me to a 2022 order of this Board which found a new lease had been created in similar circumstances.
14. Section 3 of the Act states that the Act prevails with respect to rental units in residential complexes despite any agreement to the contrary. What this means is that it does not matter whether the parties negotiated in good faith or even if a tenant agrees to pay an increase which is above the guideline increase, the parties may not contract out of the provisions of the Act.
15. With regard to the case law submitted (*Guo v. Rowe*, 2022 ONLTB 3170 (CanLII), first I point out that the case law is not binding on me. Regardless, the matter has been resolved by the Ontario Court of Appeal, which is binding on me, in the matter of *Honsberger v. Grant Lake Forest Resources Ltd.*, [2019 ONCA 44](#) ('Honsberger'). *Honsberger* stands for the proposition that establishing a new tenancy agreement where

there is an existing relationship involving the same tenant, the same landlord, and the same premises would undermine the purpose of the Act.

16. Section 37 of the Act states that a tenancy may only terminate in accordance with the Act. The problem here is that there was no termination of the tenancy to then form the new tenancy. Although the Tenants were given an N12 notice of termination, they did not vacate the rental unit in accordance with that notice and the Landlord failed to file an L2 application.
17. I do not accept that because Tenant Faith Madojutimi was added as a Tenant to the lease that this creates a new tenancy as envisaged by s.113 of the Act. That is because there was no material change to the individuals living in the rental unit. Tenant Faith Madojutimi is the Tenant's wife and has occupied the rental unit alongside the Tenant for the duration of the tenancy. She was not initially included on the lease because she was out of the country when the Tenant signed the lease. I am also not of the view that the change to the hot water heater rental is significant enough to be a material change to the agreement.
18. Section 1 of the Act states that the purpose of the Act is to, in-part, balance the rights and responsibilities of residential landlords and tenants. In *Price v. Turnbull's Grove Inc.* (2007), [2007 ONCA 408 \(CanLII\)](#), 85 O.R. (3d) 641 (C.A.), ('Price') the Court of Appeal for Ontario summarized a line of previous case law involving residential tenancies, and reaffirmed at paragraph 26 of its order that the Act is remedial legislation with "**a tenant protection focus**"; and that the Act must receive "such fair, large and liberal construction and interpretation as will best ensure the attainment of the object of the Act according to its **true intent, meaning and spirit**". [Emphasis added]
19. Section 38 of the Act provides that where a fixed term ends and has not been renewed, the Landlord and Tenant shall be deemed to have renewed the agreement as a monthly tenancy containing the **same terms and conditions that are in the expired tenancy agreement**. [Emphasis added].
20. When I consider the Court of Appeal's guidance in both *Honsberger* and *Price*, I am of the view that the intention of the legislature was not to allow new tenancies to be created when there is no material change to the make up of the individuals who already lived in the rental unit and always have. I do not find that legislature intended to allow landlords to circumvent the rent control and security of tenure provisions found in the Act by amending names of individuals on a lease in circumstances such as the one at bar, and using this as a means to raise the rent well beyond the guidelines.
21. As such, I do not find that the new lease is of any force or effect.

What is the lawful rent?

22. The rent increase resulting from signing the new lease raised the monthly rent \$249.00 each month. This represents a rent increase of just under 10%. The lawful rent increase for 2024 was 2.5%¹. Therefore, the lawful rent increase would have been \$63.77.

¹ [Residential rent increases | ontario.ca](#)

23. There is no question that the rent increase did not meet the guidelines found in s. 116 of the Act. The increase was not provided for in a Board-approved form nor given 90 days in advance. However, s. 135.1 of the Act states that an increase in rent that would otherwise be void under s. 116 of the Act is deemed not to be void if the tenant has paid the increase for 12 consecutive months **and** the tenant has not filed an application with the Board that questions the validity of the increase.
24. In this matter, the Tenant filed their application in June 2024. The Tenants paid the increase commencing January 1, 2024. Therefore, I do not find the unlawful rent increase is saved by s. 135.1 of the Act. The Tenants evidence was that they had paid \$2,551.00 from December 1, 2023, which is the last rent they paid for 12 consecutive months through December 1, 2024. Therefore, I find that the Tenant's lawful rent is \$2,551.00.
25. The Tenant's evidence was that he has paid the unlawful increase since January 2024. As such, I find the Tenants are entitled to reimbursement totalling \$3,486.00. An order shall issue.

Tenant's T2 Application

26. The Tenant also claims that the Landlord entered the rental unit illegally, substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household, and harassed, obstructed, coerced, threatened or interfered with the Tenants. Specifically, the Tenants allege that the Landlords:
- Breached the Tenants' privacy;
 - Defamed the Tenants to the neighbours;
 - Failed to remove an appliance from the rental unit; and,
 - Unlawfully entered the rental unit and harassed the Tenants during an inspection.
27. For the following reasons, I am not satisfied that the Tenants have, on a balance of probabilities, proven the allegations as against the Landlords. Therefore, the Tenants' T2 application is dismissed.

Breach of Privacy

28. The Tenants allege that the Landlords breached their privacy by contacting the Tenants insurer, and that substantially interfered with the Tenants reasonable enjoyment of the rental unit. The Tenant states he is concerned about what the Landlord is doing with his private information. The Tenant became aware of the Landlord's call because his insurer contacted him to seek the Tenant's authorization to provide information to the Landlord.
29. The Landlord indicated he asked for the Tenants' proof of Tenants' insurance on December 8, 12, 22, and 31, 2023. The Tenant refused to provide proof of insurance showing the policy had been renewed, so he called the insurer to try to find out whether the Tenants had a current policy, as required under the tenancy agreement.

31. The plain and ordinary meaning of substantial is of considerable importance, size, or worth. Based on the evidence before me, I do not find that the Tenants' claims amount to a considerable importance, size, or worth sufficient to warrant a remedy. The Tenants' own evidence was that there were no repercussions from the Landlord's behaviour. The insurer recognized the Tenants' privacy concerns, called, and no information was disclosed to the Landlord. In other words, a telephone call which resulted in no information being disclosed is, in my view, not of considerable size, importance, or worth. Further, had the Tenant cooperated with the Landlords' requests to provide up-to-date insurance documentation, the Landlord is unlikely to have resorted to calling the Tenants' insurer.

Defamation

32. The Tenant also alleges that the Landlords, following an inspection, made defamatory remarks about the Tenants to neighbours. Although the evidence is conflicting in terms of the date of this occurrence, the timeframe is somewhere between June 5 and June 17, 2024. The Tenant claims the remarks made to the neighbours has harmed his relationships with his neighbours and his reputation in the community. A video was submitted into evidence. The Landlord is viewed discussing damage to the rental unit with neighbours who apparently are the Landlord's friends and live across the road from the rental unit.
33. Defamation is defined as "the act of communicating false statements about a person that injure the reputation of the person."² To prove defamation, an individual must be able to prove the statements were false and that the individual's reputation was harmed.
34. The Tenant did not provide any evidence which would demonstrate that the statements the Landlord made were false, nor that his reputation was harmed. For example, no neighbours were called to give evidence to support his claim of harm to his reputation. No photos regarding the statement about damage were submitted to demonstrate that the Landlord's statements were false.
35. I am not satisfied, based on the evidence before me, that the Landlord "defamed" the Tenant. It may be inappropriate to discuss a tenancy with neighbours, but this does not amount to defamation without substantive evidence of the reputational harm suffered. No order shall issue.

Failed to Remove Appliance

36. The Tenants also allege that the Landlord left a "mini fridge" in the rental unit for a lengthy period of time despite being requested to remove it. The Board understands the Tenants' fridge was not working and the Landlord supplied the mini fridge as a temporary measure while awaiting a new fridge. The Tenant states that the Landlord did not pick up the mini-fridge and that this took up valuable space in the garage. The Tenant submitted e-mails

² [DEFAMATION Definition & Meaning - Merriam-Webster](#)

into evidence which demonstrate he asked the Landlord about the fridge on October 1, 2, and 6, 2024.

37. The Landlord states he had not left the mini fridge in the rental unit to bother the Tenants, rather he thought they might wish to use it. However, as soon as he learned they were displeased, he had attempted to schedule a time to pick it up. However, the co-Tenant advised that the timing was not good for them. The Landlord picked the fridge up later the same month.
38. The Tenant states he was not able to park his vehicle in the garage because the fridge took up valuable space. The Landlord calls this evidence into question stating that the Tenants both drive larger SUVs and it was unlikely the cars would have fit in the garage in the first place. He also stated the garage was full of various items which would have prevented the Tenants from using it for a car.
39. The Tenants did not provide any other evidence to support this claim, for example, a photo of the fridge in the garage or how the vehicle(s) could not fit inside the garage with the fridge in the way.
40. The standard of proof in proceedings before this Board is “proof on a balance of probabilities.” By that standard, the party bearing the burden of proof must show with evidence that, “more likely than not”, their assertions are true. Where, the evidence of the opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged.
41. I do not find that the Tenants discharged their onus of proof because I find the Landlord’s version of events to be as believable as the Tenant’s. That is, that the Landlord was not aware that this was a real nuisance until the Tenant wrote him in October to ask it to be removed at which time the Landlord, in my view, responded appropriately by picking it up within a few weeks. I also find that the Landlord’s evidence that the Tenants’ vehicles could not fit in the garage to be as believable as the Tenants’ evidence.
42. Even if I am wrong, and the Tenants had told the Landlord much earlier to please arrange to have it picked up, I am unable to find that a mini fridge which is likely to have about a two-foot footprint, would have taken space in the garage to such an extent that it substantially interfered with the Tenants’ reasonable enjoyment of the rental unit.

Unlawful Entry / Harassment

43. During the hearing, I raised a concern because there were inconsistencies between the Tenants’ pleadings and the Tenant’s recollection of events surrounding the alleged unlawful entry.
44. In the application, the Tenants plead that on June 5, 2024, the Landlords attended the rental unit to conduct an inspection. During that visit, the Landlords harassed and antagonized the Tenants, photographed their belongings, and did not provide lawful notice of entry in advance of the inspection. However, the Tenant’s oral testimony was that on June 5, 2024, the Landlord had attended the rental unit to drop off the notice of entry.

45. The Landlord agrees he dropped off the notice of entry on June 5, 2024, but that the inspection was carried out on June 17, 2024.
46. Regardless, the Tenant alleges that when the Landlord attended the rental unit on June 5, 2024, the Tenants wife told him he was not to enter the rental unit. Despite this, the Landlord did enter the unit and put the notice of entry in amongst some footwear in the foyer. A photo was submitted of the notice.
47. The Landlord denies that he unlawfully entered the rental unit on June 5, 2024.
48. Despite the confusion pertaining to the dates, I am not of the view that the Landlord unlawfully entered the rental unit. I say this because the only evidence proffered by the Tenant was the photo of a folded white paper tucked amongst shoes on a shoe rack.
49. Again, I am unable to find that this amounts to a substantial interference with the Tenants' reasonable enjoyment. The Tenant did not call his spouse to give evidence about the interaction or circumstances which led to the notice being dropped off. Given the lack of sufficiency of the evidence, I am not persuaded that the Tenants discharged their onus of proof that the Landlord entered the rental unit unlawfully.
50. The Tenant also submits that while the Landlord was in the rental unit during the inspection that followed, the Landlord was threatening and harassing towards the Tenants. This allegation seems to stem from the fact that the Landlord was taking photos of the Tenants' "personal belongings" while conducting the inspection.
51. However, photos can be taken of personal belongings where the photos may be used in proceedings at the Board. I understand there are multiple applications between the parties at the Board currently. The Tenant submitted two photos of the personal belongings he submits were taken unlawfully. The first is of the kitchen area including the stove and cupboards, the second a pot sitting on a counter. The Tenants also submitted a video into evidence. It shows the Landlords in the rental unit, and they appear to be taking some photos.
52. I am not satisfied that the Tenants have met their onus of proof. First, the Tenants plead that they were being harassed during this inspection. This is not borne out by the video evidence. Rather, the Tenants appear to be trying to antagonize the Landlords.
53. Second, the Tenants' pleadings indicate that the Landlords had not provided proper notice of entry. However, the Tenant himself submitted that notice of entry was delivered to the rental unit.
54. I am also not of the view that the two photos, one of a pot, the other of the kitchen, have any personal information whatsoever which could breach the Tenants' privacy. The pictures are not of the Tenants' children or other personal items such as medicine. They are of innocuous everyday items which may be found in thousands of homes.
55. The Tenant also requests a fine be administered against the Landlord because the Landlord has shown a blatant disregard for the provisions of the Act. When I consider the reasons for issuing a fine as found in the Board's Interpretation Guideline #16, I am not of the view that a fine is necessary in these circumstances.
56. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The Tenants T2 application is dismissed.
2. The Landlords shall reimburse the Tenants \$3,486.00 for the Tenants' T1 application.
3. The Landlords shall also pay to the Tenants \$48.00 for the cost of filing the application.
4. The total the Landlords owe the Tenants is \$3,534.00.
5. The Landlords shall pay the Tenants the full amount owing by February 27, 2026.
6. If the Landlords do not pay the Tenants the full amount owing by February 27, 2026, the Landlords will owe interest. This will be simple interest calculated from February 28, 2026, at 4.00% annually on the balance outstanding.
7. If the Landlords do not pay the Tenant the full amount owing by February 27, 2026, the Tenant may recover this amount by deducting \$1,767.00 from the rent for each of the months of March and April 2026.
8. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 17, 2026
Date Issued

Jane Dean
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.