



Order under Section 31 Residential Tenancies Act, 2006

Citation: Bombardier v Okusaga, 2026 ONLTB 16871

Date: 2026-02-24

File Number: LTB-T-075244-24

In the matter of: 183 GLEN ROAD
HAMILTON ON L8S3N2

Between: Kyra Bombardier Tenant

And

Ayodele Okusaga Landlord

Kyra Bombardier (the 'Tenant') applied for an order determining that Ayodele Okusaga (the 'Landlord'):

- entered the rental unit illegally.
- 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.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on January 7, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issue – Does the Act Apply?

2. At the outset of the hearing, the Landlord submitted that the *Residential Tenancies Act, 2006* (the Act) does not apply because his daughter lived in the unit, and the Tenant was required to share a kitchen and bathroom with her.

3. Clause 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. For clause 5(i) of the Act to apply to exempt living accommodation from the Act, a person described in clause 5(i) must have been living in the unit at the outset of the tenant's occupancy of the unit. If the person did not yet live in the unit at the time, then the Act would apply at the outset of the tenancy. Once a tenancy is established, it can only be terminated in a manner permitted by the Act: ss. 37(1), *Residential Tenancies Act, 2006*.
5. No provision of the Act provides that a tenancy is terminated if a person described in clause 5(i) moves into the unit after a tenancy begins. The person described in clause 5(i) must also have lived in the unit continuously. If the person described in clause 5(i) moves out during a tenant's occupancy of a unit, then the Act will apply because the conditions set out in clause 5(i) of the Act would no longer be met.
6. The Landlord said the house has one kitchen and two bathrooms, and the Tenant shared both the kitchen and a bathroom with his daughter.
7. The Tenant described the house as a "student" house with four tenants.
8. The Landlord said his daughter moved into the unit in July 2019, before the onset of the tenancy, and did not move out before the Tenant moved out in April 2025. He said that his daughter's personal property remained in the unit, and she went to the house whenever she wanted to. He said that she was not always at the house because she was at a placement related to her studies in another Municipality. He said his daughter was sent to different places for placements during the relevant time, and how often his daughter was at the house depended on her schedule.
9. The Landlord did not know any specifics about his daughter's schedule, but said that she had a room in the house, had a key to the house and her room, and could go there whenever she wanted.
10. The Landlord did not present any documentary evidence to support his assertion that his daughter lived in the unit during the relevant period, such as a copy of identification or a phone or internet bill in her name that identifies the rental unit as her address. The Landlord's daughter was also not present at the hearing to give evidence.
11. The Tenant moved into the unit in September 2021. The Tenant said that the Landlord's daughter moved out of the unit in December 2021. She said that the Landlord's daughter's room was locked, but that she did not see the Landlord's daughter in the unit after December 2021, except on one or two occasions, and that the Landlord's daughter moved most of her personal items out.
12. The Tenant said she never shared a bathroom with the Landlord's daughter, and never shared the kitchen with her after December 2021.
13. When a person asserts that the Act does not apply because of an exemption prescribed by section 5 of the Act, the person claiming that the Act does not apply bears the burden of proof relative to that assertion on a balance of probabilities. To prove something on a balance of probabilities one must present sufficient clear, convincing, and cogent evidence

to establish that it is more likely than not that something happened or a fact is true: *FH v. McDougall*, 2008 SCC 53 (CanLII), paras 44-46.

14. I find that the Landlord has not discharged his burden of proof relative to this issue. I found the Tenant to be a credible witness, and I accept her evidence that after December 2021, she only saw the Landlord's daughter in the unit on one or two occasions, and did not share a kitchen or bathroom with the Landlord's daughter after December 2021.
15. The Landlord did not have any direct knowledge as to if, or how often, his daughter stayed at the house after December 2021. I preferred the Tenant's evidence on this point, as she was living in the house and has direct knowledge of this issue.
16. I do not find that the Landlord's daughter being present in the house on one or two isolated occasions satisfies the requirement that a person identified in clause 5(i) "lives in the building in which the living accommodation is located". I take guidance from the Divisional Court's decision in *Kohen v. Warner*, 2018 ONSC 3865 (CanLII). In that case, a landlord sought to terminate a tenancy so that their child could move into the unit. The LTB dismissed the application because the evidence at the hearing was that the child would only occupy the unit on weekends and during the Summer. The LTB held that this "occasional"/"intermittent" occupation did not constitute "residential occupation" that would entitle the landlord in that case to terminate the tenancy under s. 48 of the Act. On appeal, the Court determined that the LTB's interpretation of the Act was reasonable, given the remedial purpose of the Act.
17. While *Kohen v Warner* involved a different provision of the Act, a similar principle applies in the case before me. The Landlord's daughter stopped living in the unit in December 2021, and then only returned on one or two occasions over the course of several years. This rare attendance at the house does not constitute "living" in the house for the purpose of clause 5(i). This rare attendance is not sufficient to oust application of the Act.
18. For the foregoing reasons, I find that the Act applies.

Merits of the Application

19. The Tenant bears the burden of proof on a balance of probabilities relative to her application.
20. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities, however, none of the remedies sought are granted, so the application is dismissed.

Illegal Entry

21. The Tenant's evidence was that there were four tenants in the house, each had a separate tenancy agreement, and a room was assigned to each. The rest of the house was common space. I accept the Tenant's evidence on this point, and accordingly find that the house was a rooming house, and the Tenant's rental unit was her room.
22. The Tenant alleged that the Landlord entered the rental unit illegally on September 15, 2024, however, there was no evidence that the Landlord entered the Tenant's rental unit

(her room) on that day. The Tenant acknowledged on cross-examination that the Landlord never entered the rental unit (her bedroom) without notice.

23. A landlord does not need to serve a tenant with a notice of entry to enter common areas, including kitchens or other common areas in rooming houses: *LTB Interpretation Guideline #6: Tenant Rights*. A landlord may only enter a “**rental unit**” in accordance with section 26 or 27 of the Act. Sections 26 and 27 of the Act both specifically refer to when a landlord can enter a “**rental unit**”. There is no specific rule prescribed by the Act limiting a landlord’s ability to enter common areas: ss. 25-27, *Residential Tenancies Act, 2006*.
24. Even if the Landlord entered a common area of the house on September 15, 2024 without notice, without being permitted in by a tenant at the time of entry, and in the absence of an emergency, this is not a breach of the Act.
25. The Tenant’s allegation about illegal entry to the rental unit is dismissed.

Substantial Interference with Reasonable Enjoyment

26. To prove that the Landlord substantially interfered with the Tenant’s reasonable enjoyment of the rental unit or residential complex, the Tenant must establish that the Landlord did something, or failed to do something, that interfered with the Tenant’s reasonable enjoyment in a *substantial* way. Conduct by a landlord that amounts to a mere annoyance or trivial incident will not normally amount to a breach of the Act. The enjoyment protected by s. 22 of the Act is qualified by the word *reasonable*. This means that the standard to be applied is an objective one. Even if some conduct, or lack thereof, is particularly annoying to the particular tenant before the LTB, the LTB must consider whether that conduct or lack thereof would amount to a *substantial* interference with enjoyment on the objective standard of the reasonable tenant in similar circumstances: s. 22, *Residential Tenancies Act, 2006*; TST-55210-14, 2014 CanLII 58631 (ON LTB), para 32.
27. The Tenant alleges that on September 1, 2024, she noticed that the Landlord had installed a security camera, and it was pointed at her bedroom door. The Tenant alleges that she moved it on two occasions, but each time the camera was pointed at her door again shortly thereafter.
28. The Tenant said the camera was installed without notice on a day that she was not home. She thinks it was installed in early August 2024. The Tenant presented two photos that she took on September 1, 2024 depicting the camera’s location relative to her room (DOC-7056195, p. 10). The camera was affixed to the exterior of a detached garage. Although the camera is visible from inside the unit, it is not clear from the photos if the camera would capture anything inside the house. Several other photos were submitted that were taken by the Tenant’s roommate and the Tenant on September 4 and 12, 2024 respectively, depicting the same camera in the same position (DOC-7056195, pp. 11-12).
29. The Tenant said the camera and its position made her feel unsafe, and she had to keep the blinds closed. She said whenever she or another tenant moved the position of the camera, it would get moved back.
30. The Landlord’s evidence was that he went to the property on August 4, 2024 and installed the camera on the garage, but said the camera faced the driveway. He said the camera

cannot see inside the house. The Landlord entered as evidence a screenshot from the camera, timestamped on August 23, 2024 (DOC-5752693, p. 17). In the screenshot, the camera view includes the driveway and the side of the house, but the inside of the house is not visible.

31. The Tenant contacted police relative to the camera. The Landlord said he was there on September 15, 2024 when police attended. According to the Landlord, the officer said there was a complaint about the camera, so the Landlord showed the officer where the camera was. The Landlord's evidence was that the officer was unconcerned after seeing the camera and left. The Tenant acknowledged that the police were not able to do anything about the camera.
32. The Tenant did not present sufficient clear, convincing, and cogent evidence to establish that it is more likely than not that the camera would capture anything inside the house from its position affixed to the garage. While I understand that the camera made her feel uncomfortable, her photos of the camera were not conclusive on this key point. The Landlord's screenshot from the camera's view shows the camera, at that time, would not capture anything in the house. It is possible that the camera could have been moved after this to point at a window, but it was not proven that this happened.
33. A security camera outside a house, affixed to a garage that captures only the driveway and exterior side of the house would not amount to more than a mere annoyance to the reasonable tenant in similar circumstances.
34. The application is dismissed as it relates to the allegations of substantial interference with reasonable enjoyment.

Harassment

35. For the Tenant to prove that the Landlord harassed her, she must establish that the Landlord engaged in a course of *vexatious* comment or conduct toward the Tenant that the Landlord knew or ought to have known to be unwelcome: *Ronan v. Singh*, 2023 ONLTB 13936 (CanLII), para 24. For comment or conduct to be vexatious, it must be pursued for no lawful or legitimate purpose. As an example, even if a tenant were in arrears of rent, the landlord would know, or ought to know, that issuance of a notice of termination of tenancy for rental arrears would be conduct that would be unwelcome by the tenant. This conduct, however, would not be vexatious because it would be conduct engaged in for a lawful, legitimate purpose (in accordance with the landlord's rights under s. 59 of the Act).
36. The Tenant alleges that on August 23, 2024, she was leaving the house with her boyfriend, and the Landlord blocked her from leaving in her car for 15 minutes while he lectured her about having a guest over on a previous date, and told her to break up with her boyfriend or face eviction. She also alleges that on August 7, 2024, the Landlord sent her a notice of rent increase of \$100.00 as of September 1, 2024. The Tenant also alleges that she received a notice of termination from the Landlord on September 12, 2024 containing false allegations.
37. The Tenant said that on August 23, 2024 the Landlord showed up and blocked her car in the driveway. She said that when she asked the Landlord to move the car, she was initially ignored, but then the Landlord began yelling awful things at her, calling her names,

including “the spawn of satan”, said she has poor judgment, and should break up with her boyfriend or face eviction.

38. The Tenant said that when the Landlord was done yelling at her, he moved his car and she drove away, but said she no longer felt safe in the house. She said that after this, she was scared of seeing the Landlord up until she moved out of the unit in April 2025.
39. The Landlord’s description of what happened relative to the allegation that he blocked the Tenant’s car in the driveway and yelled at her was quite different. He said that he was there to cut the grass, and was parked on the street, not blocking the Tenant’s car in. He said that he asked the Tenant to talk, and she agreed. The Landlord said his wife spoke with the Tenant, and told her that her room is for one person; overnight guests are not allowed; the house is rented only to females; and the Tenant should respect herself and her roommates. He said this was the end of the interaction, and there was no yelling or name-calling, and he did not tell the Tenant to break up with her boyfriend or face eviction.
40. The Tenant did not present sufficient clear, convincing, and cogent evidence to prove her allegations relative to what happened on August 23, 2024. Her evidence was directly contradicted by the Landlord’s oral evidence. Neither witness gave evidence that was internally inconsistent, and the Tenant did not present any other evidence to support her assertion, such as a video or audio recording or corroborating witness testimony. I can therefore not find that it is more likely than not that the events on August 23, 2024 occurred as described by the Tenant.
41. The Tenant said that she received a notice of rent increase on August 7, 2024, purporting to increase her monthly rent from \$550.00 to \$650.00. The Tenant emailed the Landlord on August 9, 2024 in response to this, challenging the increase because it was not compliant with the Act (DOC-7056195, pp. 35-36). The Tenant said that the Landlord did not reply to her email.
42. The Tenant said that on September 12, 2024 she received a notice to vacate the unit. It was not in an LTB form. It was a letter from a lawyer purporting to terminate the tenancy effective September 30, 2024, claiming the unit was exempt from the Act (DOC-7056195, pp. 32-34).
43. The Tenant said that the allegations in the letter were false, but the letter caused her a lot of stress, especially on September 30, 2024, which was supposed to be the eviction date. She had both of her parents at the house that day in case something happened.
44. The Landlord said that he tried to contact the Tenant’s mother before he went to see his lawyer. He said that the Tenant’s mother did not respond to him, so he had his lawyer send the termination letter to the Tenant.
45. I acknowledge that the Landlord believed the Act did not apply at the relevant time, but as described above, the Act did apply. Even a sincere but mistaken belief that the Act does not apply does not excuse or justify a breach of a tenant’s rights under the Act.
46. Sending a notice of rent increase that is not in the LTB’s form, is not given with 90 days’ notice, and is for more than the rent increase guideline for a unit that is not exempt from the guideline is conduct that the Landlord knew or ought to have known would be unwelcome by the Tenant. It was not pursued for a lawful, legitimate purpose – and was

therefore vexatious – because the Landlord attempted to take the purported increase contrary to the Act.

47. Similarly, when the termination letter was sent to the Tenant, the Landlord knew or ought to have known that sending an eviction not to the Tenant is conduct that would be unwelcome by her. I cannot make determinations as to whether the allegations in the notice were false, because there was not enough evidence presented to do so. For example, the notice alleges that there were complaints from other tenants about the Tenant. The Tenant said this is false, and she still speaks with the other tenants. Those other tenants were not present to give evidence to support either the Landlord or the Tenant's position.
48. However, in substance the allegations seem to be allegations of a substantial interference with the reasonable enjoyment or a lawful right, interest or privilege of the landlord or other tenants. For this type of notice, the Act only permits a voidable notice of termination to be given (unless a previous voidable notice was given within the preceding 6 months): see ss. 64 & 68, *Residential Tenancies Act, 2006*. The notice of termination given was not voidable, and was not in the LTB's form (N5). In these circumstances, I find that the notice was not given for a legitimate, lawful purpose, because it did not comply with the requirements of the Act.
49. For these reasons, I find that the delivery of the notice of rent increase and notice of termination amounted to harassment.

Remedies

50. The only remedies sought by the Tenant were orders that the Landlord stop the conduct described in the application and that an administrative fine be levied against the Landlord.
51. Since the Tenant has moved out of the unit and the tenancy has ended, an order requiring the Landlord to stop the conduct described would be moot.
52. Remedies ordered by the LTB are intended to be compensatory and not punitive.
53. An administrative fine is a remedy that can be used by the LTB to encourage compliance with the Act, and deter future similar conduct. This remedy is normally only used where a landlord has blatantly disregarded the Act, and other remedies would not be sufficient to provide adequate deterrence and compliance: *LTB Interpretation Guideline #16: Administrative Fines*.
54. Although the Landlord breached the Act, in the circumstances of this case, I do not find that the Landlord showed a blatant disregard for the Act because I find that he sincerely believed the Act did not apply. A finding that the Act applies, in my view, would be sufficient to ensure compliance with the Act and deter future similar conduct, and an administrative fine is therefore not necessary.
55. Since no remedy sought will be ordered, the application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

February 24, 2026

Date Issued

Mark Melchers

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.