



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-102051-25

In the matter of: TH04, 100 MANETT CRES
BRAMPTON ON L6X5R8

Between: Manett Residences Inc. Landlord

And

Omobolanle Ogbamola Tenant
Fadekemi Abiodun-Afolabi

Manett Residences Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Omobolanle Ogbamola and Fadekemi Abiodun-Afolabi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 19, 2026.

The Landlord's Legal Representative, Sylwia McArthur; the Tenants, Omobolanle Ogbamola and Fadekemi Abiodun-Afolabi; and Omobolanle Ogbamola's Legal Representative, Kush Gupta attended the hearing.

Determinations:

Preliminary Issue – Is Omobolanle Ogbamola a Tenant?

1. The parties agreed that Mojisola Sotunda ('MS') is a guarantor. As MS is not a Tenant, they have been removed from the application.
2. The Tenant, Omobolanle Ogbamola ('OO') requested to be removed from the application as she submits that she is not a tenant and has never resided in the rental unit. For the reasons that follow, I find that OO is a Tenant.
3. OO testified that she provided her sister, Fadekemi Abiodun-Afolabi ('FA') with her personal information including ID, bank statements, and digital signature for the purposes of allowing FA to enter into a tenancy under OO's name. OO testified that as FA was experiencing financial hardship, she knew that FA would have a hard time finding a rental unit under her own name and provided FA with her documents so that FA could fraudulently misrepresent herself as OO for the purposes of obtaining a tenancy.

4. FA confirmed OO's testimony, stating that she entered into the tenancy under OO's name with OO's permission and using documentation provided by OO. FA testified that only she has resided in the rental unit. FA testified she has had exclusive possession of the rental unit and has paid the rent since the outset of the tenancy. FA also testified that OO had found the rental unit for FA and found MS to act as guarantor for FA.
5. The Landlord takes the position that the lease agreement contains OO's signature and that there have not been any communications with the Tenants as this is a short tenancy which began on May 1, 2025, and there have not been any issues besides this L1 application. The Landlord's banking records show that the Tenant has paid the rent via online portal but acknowledged that payments appear to be coming from FA's bank account.
6. In *1162994 Ontario Inc. v. Bakker* 2004 CanLII 59995 (C.A.), the Court of Appeal considered the phrase "in possession" and found that possession of a rental unit involves some form of control over that unit including access to, use of, or occupation of the unit.
7. The Court of Appeal stated the following at paragraphs 19 and 20:

[19] [. . .] a "tenant in possession" is a person who was using or occupying the rental unit at the time of the application but **does not necessarily indicate that the phrase is limited to users and occupiers**.

[20] [. . .] In my view, possession of a rental unit refers to some form of control over that unit as demonstrated by factors such as access to, use of, or occupation of the unit.

[21] There will be cases, although I would not think a great many, where a determination of whether the tenant was "in possession of the rental unit" at the time of the application will raise a difficult issue. In those cases, **the Tribunal will have to decide, based on the evidence, whether there is a sufficient connection between the rental unit and the tenant** to permit a finding that the tenant was "in possession" of that rental unit.

8. In this case, the Landlord entered into an agreement with OO for the purpose of OO's residential occupation. OO facilitated the use of her identity by FA as a means of securing the rental unit. As a result, OO was the person granted occupancy by the Landlord based on the information provided. I am satisfied that by granting permission to FA to enter into a tenancy under OO's name, she is a tenant under this tenancy agreement. Through OO's and FA's misrepresentations, I am satisfied that both obtained the right to occupy the rental unit and both became tenants in possession within the meaning of *Bakker*.
9. It would seem an absurd result to allow OO to absolve herself of any liability for a tenancy that was created in her name, using her identity, and with her knowledge and consent. As a result, I find that OO is a tenant for the purpose of this application. In my view, a fair and just outcome is to amend the application to include both OO and FA as tenants.

L1 Application – Non-payment of Rent

10. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
11. As of the hearing date, the Tenant was still in possession of the rental unit.
12. The lawful rent is \$3,633.25. It is due on the 1st day of each month.
13. Based on the Monthly rent, the daily rent/compensation is \$119.45. This amount is calculated as follows: $\$3,633.25 \times 12$, divided by 365 days.
14. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
15. The rent arrears owing to February 28, 2026 are \$18,484.75.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$3,500.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
18. Interest on the rent deposit, in the amount of \$59.40 is owing to the Tenant for the period from May 1, 2025 to February 19, 2026.
19. The parties requested an L1 voidable eviction order postponing eviction to March 31, 2026 on consent, I was satisfied that the parties understood the consequences of their consent and also that it would not be unfair to give effect to the parties consent.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$18,670.75 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$22,304.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$13,747.65. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$119.45 per day for the use of the unit starting February 20, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 1, 2026.

March 2, 2026
Date Issued

Christopher Lin
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$19,484.75
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Total the Tenant must pay to continue the tenancy	\$18,670.75

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 6, 2026

Rent Owing To March 31, 2026	\$23,118.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Total the Tenant must pay to continue the tenancy	\$22,304.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$18,121.05
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Less the amount of the last month's rent deposit	- \$3,500.00
Less the amount of the interest on the last month's rent deposit	- \$59.40
Total amount owing to the Landlord	\$13,747.65
Plus daily compensation owing for each day of occupation starting February 20, 2026	\$119.45 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	