



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

Citation: FALEYE v AFOLABI, 2026 ONLTB 25543

Date: 2026-03-31

File Number: LTB-L-103633-25

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 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 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 March 23, 2026.

The Landlord, the Tenant, and the Tenant's support person (husband), Gbade Afolabi, attended the hearing.

I have considered all of the evidence presented at the hearing and all of the oral testimony, and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Determinations:

Preliminary Issue:

1. At the hearing, the Tenant raised the issue that the details of both the N5 notices and the claim for compensation have already been the subject of prior Board proceedings: LTB-T-038819-25 (T1), LTB-L-064158-25 (L2), and LTB-L-099747-25 (L2). The Landlord keeps attempting to relitigate the same issues, and therefore the application should be dismissed.
2. Having looked at the substance of the applications and subsequent orders for the above applications, including any claims for compensation, I do not find there to be any overlap with respect to the substance for the claim for reasonable out-of-pocket expenses resulting from the Tenant's alleged substantial interference with the Landlord's right, privileges or interests put forward in this application. The Tenant's request is therefore denied.

L2 Application:

3. As explained below, the Landlord has not proven on a balance of probabilities the grounds for the claim for compensation in the application. Therefore, the application is dismissed.
4. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notices of Termination:

5. The application was based on the service of a second N5 notice of termination, however neither the first N5 notice nor the certificate of service for that notice was submitted by the Landlord as of the date of the hearing.
6. On December 5, 2025, the Landlord gave the Tenant a second non-voidable N5 notice of termination deemed served that same day. The termination date on the notice was for December 22, 2025.
7. The Tenant vacated the rental unit on February 28, 2026.
8. As the Tenant no longer occupies the unit, the portion of the L2 application seeking termination of the tenancy and consideration of the N5 notices is moot.

Daily Compensation:

9. The Tenant was required to pay the Landlord \$3,912.04 in daily compensation for use and occupation of the rental unit for the period from December 23, 2025 to February 28, 2026.
10. Based on the monthly rent, the daily compensation is \$57.53. This amount is calculated as follows: \$1,750.00 x 12, divided by 365 days.
11. At the hearing, the parties confirmed that the Tenant was not in any rent arrears at the time she vacated the unit. Therefore, the claim for daily compensation is dismissed.

Compensation for Substantial Interference:

12. Section 88.1 of the *Residential Tenancies Act, 2006* ('Act') states that a landlord may apply to the Board for an order requiring the tenant or former tenant to pay the reasonable out-of-pocket expenses that the landlord has incurred or will incur as a result of the tenant's or former tenant's, another occupant of the rental unit's or a person permitted in the residential complex by the tenant or former tenant substantial interference with the landlord's reasonable enjoyment of the residential complex or another lawful right, privilege of interest.
13. The rental unit is described as the basement apartment of a detached two-story house. There are two units in total in the residential complex: the basement unit and the upper unit. The basement unit was rented as fully furnished, and the dispute centers around the access and use of the storage room in the unit.
14. The Landlord maintains that since 2024 the Tenant substantially interfered with his lawful rights and interests by the Tenant storing her personal belongs, the loveseat, living room cabinet, and larger couch that came with the unit in the storage room. The clutter was so extensive that the Landlord could not access the stored furniture to assess their condition, nor could he adequately perform maintenance of the furnace in the room. The volume of items in the storage room also created a safety and fire hazard. The Landlord consequently had to buy an additional smoke and carbon monoxide alarm for the storage room because of the Tenant's actions. The Landlord submitted photographs at the hearing of the storage room before and after the Tenant moved in, showing a bed in the room and a considerable amount of clutter throughout.
15. The parties do not dispute that the Landlord told the Tenant in April 2024 to remove the unit furniture and excess belongings from the storage room, but the Tenant did not comply. The Tenant's position was that the Landlord had originally rented the unit to her as a three-bedroom apartment and submitted a copy of the lease stating in paragraph 1 that there was "carpet in all bedrooms." The lease does not specify anything further regarding the number of bedrooms in the property description. There is carpet in the storage room, so the Tenant used it as a third bedroom for her daughter as well as a storage room. The Tenant testified the Landlord had told her in April 2024 to cease using the storage room altogether. The Tenant did not remove her belongings or cease using the room as a third bedroom, because she had paid for a three-bedroom unit, and the lease inferred that the "storage room" was actually a bedroom since it was carpeted. The Tenant further testified that the Landlord also did not offer any other storage alternatives to compensate for the reduction in usable storage space.
16. The parties do not dispute that the Tenant called Brampton Fire and Emergency Services ('BFES'), and a subsequent inspection of the unit was done by BFES on December 4, 2025. The Inspection Order issued to the Landlord on December 12, 2025 found that the storage room was being used as a bedroom, contrary to its designated and approved use. The Landlord was thus ordered to either install the appropriate smoke and carbon monoxide alarm or discontinue usage of the storage room as a bedroom. The Landlord had the prescribed smoke and carbon monoxide detector installed in the storage room on December 26, 2025 and submitted a receipt totalling \$412.44 for its installation dated that same day. The Landlord confirmed on cross-examination that he did not inform the Tenant he would be installing the new smoke detector, nor did he inform the Tenant during the exit inspection when she was vacating the unit that she would be responsible for the cost.

17. The Tenant testified that once she was provided with a copy of the Inspection Order, she ceased using the storage room as a bedroom. The Tenant and her daughter occupied one bedroom, and her husband and son occupied the remaining bedroom. She did not trust the Landlord's direction that the storage room could not be used as a bedroom and waited until that information came from a government authority.

Analysis:

18. Given that the lease mentions a kitchen, bathroom, laundry room, etc., but does not specifically set out how many bedrooms are in the unit, I find it reasonable for the Tenant to infer that the storage room could be used as a bedroom because it was carpeted. The Landlord did not dispute that he only told the Tenant to cease using the room as a bedroom until at least three years into the tenancy. At that point the relationship between the parties had already begun to deteriorate. The Tenant was told to, at the very least, remove the excessive clutter from the room and stop using it as a bedroom in April 2024. The Tenant confirmed that she did not comply; however, the Tenant also had the option of filing her own application to the Board specifically for this issue but did not do so. Nonetheless, an inspection by BFES was conducted and an order binding on the Landlord resulted.
19. Though the Tenant testified the storage room ceased to be used as a bedroom after the Inspection Order was issued, she did not dispute that she had not removed the bed and excess clutter from the storage room until she vacated the unit. However, the Landlord confirmed that he did not inform the Tenant that he opted to purchase and install a new smoke alarm, rather than ensuring the storage room was converted back to its original intended use. The Landlord thus chose to incur the cost of the new alarm instead of obtaining any documentation from the Tenant assuring him that the storage room was no longer being used as a bedroom and providing that evidence to BFES to avoid the need for the additional smoke alarm. Consequently, I am not satisfied on the balance of probabilities that the Landlord has proven this charge was the result of the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex having substantially interfered with the right, privilege or interest of the Landlord.
20. Since the Tenant confirmed that her belongings were not removed from the storage room until she vacated the unit, I am satisfied on the balance of probabilities that the level of clutter shown in the Landlord's photographs of the room constitutes a substantial interference with the Landlord's right and interest to have unobstructed access to the furnace for safety and maintenance purposes.
21. The issue here, however, is with the remedy claimed by the Landlord. Section 88.1(4) of the Act provides for the Landlord to be paid the reasonable out-of-pocket expenses the Landlord incurred or will incur as a result of the Tenant's substantial interference. In this instance, the Landlord submitted an Administrative Time Log to claim compensation for the hours it took him to deal with the storage room issue. The Landlord explained that he is self-employed and provided his hourly rate for the compensation calculation that totaled \$1,270.25, inclusive on printing and mileage expenses. No receipts for actual expenses relating directly to the storage room issue were submitted (i.e. cleaning costs, storage fees, etc.). The costs the Landlord seeks are either too remote in nature or related to

litigation costs not contemplated under s. 88.1 of the Act. Therefore, the Landlord's claim for compensation is dismissed.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of February 28, 2026.
2. The Landlord's claim for compensation related to substantial interference is dismissed.

March 31, 2026

Date Issued

Fotoula Hatzantonis

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.