



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

File Number: LTB-L-009575-25

In the matter of: Upper Level, 130 EARNSCLIFFE CIR
BRAMPTON ON L6T2B5

Between: Nobunosazeme Ogbemor
Andy Obano

Landlords

And

Rajendra Saini

Tenant

Nobunosazeme Ogbemor and Andy Obano (the 'Landlords') applied for an order to terminate the tenancy and evict Rajendra Saini (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 30, 2026.

The Landlords and the Tenant attended the hearing.

Determinations:

1. 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on May1, 2025.
4. The Landlord agreed that the lawful rent was at all times \$2,250.00. As a result, the N4 notice is defective.
5. The Landlord collected a rent deposit in the amount of \$2,250.00. The Landlord has not refunded this amount to the Tenant, and the Landlord owes interest from the date that the rent deposit was collected.
6. The Landlord submitted an L1/L9 update sheet that alleged the Tenant owes \$22,213.32. This was an error that the Landlord would only admit too once the Board demonstrated it was inaccurate.

7. In their application the Landlord claimed arrears for the period ending February 29, 2025, in the total amount of \$13,576.60. Therefore, adding two more months of unpaid rent for March and April 2025 brings the total arrears owing to \$18,076.60. Adding one additional day for May 1, 2025 does not bring the total close to \$22,213.32.
8. However, the amounts in the application are also wrong. The Landlord claimed unpaid rent for the period July 2024 until February 2025. This should be \$2,250.00 x eight (8) months for a total of \$18,000.00 minus the amounts paid \$4500.00 for total arrears of rent of \$13,500.00.
9. The rent arrears owing to April 30, 2025, are \$18,000.00. The Landlord refused to acknowledge that this was the total arrears of rent owing.
10. The Landlord, in their application also claimed an application fee of \$186.00 even though the Board had granted a fee waiver.
11. The parties agreed that the utilities were to be split by each of the tenancies on a 50/50 basis. However, the Landlord required that the utilities other than water be placed in the Tenant's names and that they should sort out paying each other.
12. The Landlord agreed that the Tenants may have paid the other Tenant's portion of utilities and then deducted that amount from the rent payments. The Landlord's were now seeking to recover those amounts from this Tenant.
13. The Tenant alleged they paid the full amount for the Enbridge natural gas bill for the period January – December 2025, even though the other Tenant refused to pay their share. They alleged that the Landlord refused to take any action to assist the Tenant.
14. The Tenant alleges that they ended up putting the electricity bills from Electra into their name, after the other Tenant did not pay those bills and the electricity was disconnected. They also allege that the Landlord did nothing about it.
15. Throughout the hearing, the Tenant was uncooperative and refused to follow any instructions. They continued to speak over the presiding Adjudicator and to insist on telling their own story instead of presenting their issues in a logical manner. They were cautioned several times and often had to be placed on mute when they continued to speak over the presiding Adjudicator.
16. The Tenants were unable to refer to the Board any documents in the Portal to show what amounts of utilities they had paid and what their share of those utilities ought to have been.
17. The parties agreed that the Landlord collected an illegal fee, as a "damage deposit" in the amount of \$2,200.00, and has not paid any interest on this amount.
18. Section 134 of the Act provides that additional charges are prohibited.

(1) Unless otherwise prescribed, no landlord shall, directly or indirectly, with respect to any rental unit,

(a) collect or require or attempt to collect or require from a tenant, prospective tenant or former tenant of the rental unit a fee, premium, commission, bonus, penalty, key deposit or other like amount of money whether or not the money is refundable;

(b) require or attempt to require a tenant or prospective tenant to pay any consideration for goods or services as a condition for granting the tenancy or continuing to permit occupancy of a rental unit if that consideration is in addition to the rent the tenant is lawfully required to pay to the landlord; or

(c) rent any portion of the rental unit for a rent which, together with all other rents payable for all other portions of the rental unit, is a sum that is greater than the rent the landlord may lawfully charge for the rental unit.

19. A damage deposit is an illegal fee. A Landlord may not collect a damage deposit.

20. The Landlord was collecting indirectly unlawful fees for utilities when one Tenant is forced to pay for the other Tenant. That is a Landlord responsibility to ensure they are paid and to take action to collect any unpaid utilities. A tenant cannot pursue another tenant for something for which they are not a party to an agreement. The Tenant's agreed to pay their portion of the utilities and should not be responsible for anyone else's unpaid utilities.

21. A provision in a lease agreement that purports to impose on a tenant that they must place the utilities in their own name and then collect from another tenant is void. In my view a Landlord is abusing their power over Tenants and prospective tenants when they will only rent to those that submit to these demands.

22. In *Antler v. Carter*, 2024 ONSC 6407, the Divisional Court affirmed that the Board can control its own processes to ensure a fair and expeditious resolution of applications.

The requirements of procedural fairness are context-specific and incorporate respect for the LTB's choice of procedure. The LTB has the authority to control its own process in accordance with s. 25.0.1 of the Statutory Powers Procedure Act, R.S.O. 1990, c. S.22 ("SPPA") and its Rules. The Act permits the LTB to conduct inquiries it considers necessary before, during, or after a hearing and to question any person concerning the dispute. The Act does not restrict the LTB's ability to control its process, other than to direct that the LTB adopt the most expeditious procedures that allow for a fair process.

23. Section 23(1) of the SPPA provides that the Board may control its process to prevent any abuses.

A tribunal may make such orders or give such directions in proceedings before it as it considers proper to prevent abuse of its processes.

24. In my view, the Landlord had been charging illegal fees, by expecting the Tenant to pay for another Tenant's unpaid utilities and had collected an illegal damage deposit. They were expecting the Board to perpetuate these illegal charges, and to demand more in unpaid

rent than was owed. The Landlord refused to agree to what the actual arrears of rent might have been, but for the utility dispute.

25. In my view, these are serious issues that amount to an abuse of process by the Landlords. The Board cannot condone such conduct and simply correct the errors, particularly when the Landlord's refuse to acknowledge their errors and refuses to agree to the Board's calculations.
26. The Landlords do owe an amount to the Tenant for the illegal utility charges, however due to the parties' uncooperative actions the Board could not determine these amounts. It is not the Board role to advocate for them.
27. Therefore, in order to avoid any further abuse of process, the Board dismissed the Landlord's application for arrears of rent. If the Landlord's were unwilling to cooperate with the Board to determine the arrears it is not the Board role to advocate for them. There were too many errors that would have to be overlooked.
28. As a result, the Landlord shall be ordered to refund to the Tenant the rent deposit, to repay the damage deposit and interest to the Tenant.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 1, 2025, the date the Tenant moved out of the rental unit.
2. The Landlord shall pay to the Tenant a total amount of \$4,718.33. This amount includes:
 - a. Refund of rent deposit of \$2,250.00.
 - b. Repay the illegal damage deposit of \$2,200.00.
 - c. Interest on both in the amount of \$268.33.
3. If the Landlord does not pay the Tenant the full amount owing on or before April 12, 2026, the Landlord will start to owe interest. This will be simple interest calculated from April 13, 2026, at 4.00% annually on the balance outstanding.

April 1, 2026
Date Issued

Robert Patchett
Vice Chair, 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.