



Order under Section 87 Residential Tenancies Act, 2006

Citation: Ogbe v Kaur, 2026 ONLTB 28204

Date: 2026-04-15

File Number: LTB-L-084375-25

In the matter of: 1008, 323 Richmond St East
Toronto ON M5A4R3

Between: Oniye Alexis Ogbe Sublessor

And

Avleen Kaur Sublessee

Oniye Alexis Ogbe (the 'Sublessor') applied for an order requiring Avleen Kaur (the 'Sublessee') to pay the rent and daily compensation that the Sublessee owes.

This application was heard by videoconference on March 31, 2026.

The Sublessor, Oniye Alexis Ogbe attended the hearing.

The Sublessee, Avleen Kaur attended the hearing and spoke to Tenant Duty Counsel prior to the hearing.

Preliminary Issue:

1. The Sublessor, Oniye Alexis Ogbe asserts the guarantor who signed the sublease agreement and provided government issued identification and financial documentation demonstrates the clear intent that the guarantor was to support the subtenants' financial obligations.
2. The Sublessee asserts the person named on the subtenancy agreement as a guarantor being, Supreet Kaur does not clearly define any obligation or financial liability.
3. The Sublessor did not name the guarantor as a party to their application. There was no evidence before me that the guarantor was a subtenant or residing in the rental unit.
4. The Ontario Court of Appeal confirmed in *Kar v Chung* that the Act does not apply to guarantors. Accordingly, the Board does not have jurisdiction over guarantors. The Sublessor would have to pursue this issue in Ontario Small Claims Court.

Determinations:

1. As explained below, the Sublessor did not prove the allegations contained in the application on a balance of probabilities. Therefore, the Sublessors application is dismissed.
2. I am satisfied that the Sublessor served the Sublessee with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. I am satisfied that the Sublessor served the Sublessee with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
4. These documents were served on February 27, 2026, by email to the Sublessee.
5. The Sublessee vacated the rental unit on August 1, 2025.
6. The application was filed within one year after the Sublessee ceased to be in possession of the rental unit.
8. The lawful rent was \$1,400.00. It was due on the 10th day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$46.03. This amount is calculated as follows: \$1,400.00 x 12, divided by 365 days.
10. There is no last month's rent deposit.
11. The Sublessee has not made any payments since the application was filed.

Sublessor's Evidence

15. The Sublessor, Oniye Alexis Ogbe was one of three Tenants in a fixed term lease with the Landlord for a period of October 10, 2024, to October 9, 2025. The lease was between the Sublessor named in this application and tow other Tenants, Charlotte Huang and Filsan Jamma. The monthly rent was \$3,600.00 and due on the 10th of the month. DOC-084375-25.
16. The Sublessor testified that all three Tenants had an arrangement that they would contribute different amounts each month as they each occupied a room, and the room sizes were different. The Sublessor testified she was paying \$1,400.00 a month, Charlotte Huang was paying \$1,200.00 per month and Filsan Jamma was paying \$1,000.00 per month. This was not indicated anywhere in the signed lease agreement provided.
17. The Sublessor entered a subtenancy agreement with the Sublessee, Avleen Kaur for a period of April 25, 2025, to September 1, 2025, for a monthly rent of \$1,400.00, being due on the 10th day of the month. This agreement was signed on April 21, 2025. DOC-7635093.

18. The Sublessor provided a text message she sent to the Landlord on April 23, 2025, that she had the signed subtenancy agreement as attached so the Landlord had a copy for his records. The Landlord replied with the thumb's up emoji. DOC-7677281.
19. The Sublessor also provided another text message where she texted the Landlord asking about the potential of subletting and he responded that he was fine with that if it was fine with the other two Tenants on record.
20. The Sublessor testified the other two Tenants on record had no issue with the subtenancy agreement.
21. The Sublessor did not move back into the rental unit at the end of the subtenancy agreement. The reason she entered a subtenancy agreement for the rental unit was because she had family issues that were taking her outside of the country. She intended to move back into the rental unit at the end of the subtenancy agreement.
22. She was supposed to return to the country and the rental unit around October 11, 2025, however that was not possible due to continued family issues. She did not return to the country until sometime in January 2026.
23. She testified she notified the Landlord that she could not return to the country and would not be renewing her lease that was ending on October 10, 2025, and the tenancy was terminated between herself and the Landlord.
24. She asserts the Sublessee knew that her subtenancy agreement was a valid and binding contract and knew the terms of the subtenancy agreement.
25. She asserts the Sublessee moved out early and stopped paying rent, and they did not have a signed release for her to terminate the tenancy early.
26. She testified this was her first time drafting a subtenancy agreement and the dates of the subtenancy agreement on the document was from April 25, 2025, to September 1, 2025, she states she made an error on the subtenancy agreement, and it should have read April 25, 2025, to September 30, 2025. She states she made an error by not putting the Last Months Rent Deposit information in the subtenancy agreement and having the end date read September 30, 2025.
27. She provided text message communication with the Sublessee. In this text message it was explained to the Sublessee how the rent payments would be due and it stated that she would pay the \$1,400.00 rent payment on May 10, June 10, July 10 and Aug 10, and the last payment for September 10 would be covered by her last month rent deposit that she paid to the Sublessor. This text message also states the Sublessee can move out anytime she wants in September. It also notes the Sublessee has the rental unit for the whole month of Sept and that is covered with her Last Month Rent Deposit. The Sublessee responded with "ok that makes sense" DOC-6543268.
28. On cross examination she testified that the subtenancy agreement did not state the Sublessee would be responsible for rent if she left early.

Sublessee's Evidence

29. Avleen Kaur asserts she does not owe any money for rent to the Sublessor.
30. She testified she paid the Sublessor the amount of \$1,400.00 on May 10, 2025, and June 10, 2025, and then used the Last Month Rent Deposit the Sublessor was holding for rent that was due on July 10, 2025. She testified the Last Month Rent Deposit was given to the Sublessor sometime in April 2025, in the amount of \$1,400.00.
31. She testified there was no clause in the subtenancy agreement for early termination and that she informed the Sublessor before moving in that there was a possibility that she may need to leave early and possibly break the subtenancy agreement.
32. She testified that on July 11, 2025, she provided the Sublessor notice that she was going to be vacating early and that rent was paid up until August 9, 2025. The text message in part states "I am moving out August 1, 2025, please terminate my contract. DOC-7627259.
33. She testified the Sublessor did not agree to ending the subtenancy early after that text message.
34. She provided a text message she sent to the Sublessor where the Sublessor states that she will not be able to break the subtenancy agreement and if she did then the Sublessor would still be responsible to pay the Landlord the rent. She testified her understanding was if she was to leave, she would not have to pay the rent for the remainder of the tenancy. DOC-6543284.
35. She asserts the text message communication between herself, and the Sublessor were confusing and were not clear on the terms on the subtenancy agreement.
36. She asserts the subtenancy agreement ends September 1, 2025; however, the Sublessor was expecting rent payments up to October 9, 2025.
37. She testified her understanding was the subtenancy agreement ended on September 1, 2025, as signed in the subtenancy agreement.
38. On cross examination, she stated when she asked the Sublessor in April 2025, before moving in what would happen if she had to break the subtenancy agreement early, the Sublessor stated that she was not able to break the subtenancy agreement and if she did not pay the rent the Sublessor would be financially responsible for the rent payments to the Landlord.
39. On cross examination she testified at no time did the Sublessor agree to terminate the subtenancy agreement early.

Analysis

40. Section 2(2) of the Act states for the purposes of this Act, a reference to subletting a rental unit refers to the situation in which,
- a) the tenant vacates the rental unit;
 - b) the tenant gives one or more other persons the right to occupy the rental unit for a term ending on a specified date before the end of the tenant's term or period; and
 - c) the tenant has the right to resume occupancy of the rental unit after that specified date. 2006, c. 17, s. 2 (2).
41. In this case, only the Sublessor, Oniye Alexis Ogbe vacated the rental unit and provided the Sublessee the right to occupy her room, however the rental unit was still being occupied by the other two tenants on record, and they never gave the right to occupy to the Sublessee and they did not have a signed subtenancy agreement with the Sublessee.
42. While I accept the Sublessor states that herself and the other two Tenants on record had an agreement on how much each would pay each month to come to the \$3,600.00, all Tenants are jointly and severally liable for the \$3,600.00 per month. The fixed term lease between the Landlord and the Tenants is for the entire rental unit and not for individual rooms.
43. The Sublessor cannot sublet a part of the joint tenancy because no single tenant has exclusive legal possession of a "room" under the lease.
44. I find that at the time the parties signed the subtenancy the sublessor had the right to resume occupancy of the rental unit after September 1, 2025, being the end date of the subtenancy agreement. The sublessor had a change in circumstances and did not resume occupancy of the rental unit as she was required to stay out of country longer due to family circumstances.
45. Section 97(1) states a tenant may sublet a rental unit to another person with the consent of the Landlord.
46. I accept there was consent from the Landlord where he provided a thumbs up emoji to the Sublessor when she sent him a copy of the signed subtenancy agreement. However, this does not automatically mean this is a valid sublet under the Act, as all criteria in section 2(2) of the Act needs to be met in addition to the Landlord's consent.

47. Sec 202 of the Act States:

202 (1) In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

(a) may disregard the outward form of a transaction or the separate corporate existence of participants; and

(b) may have regard to the pattern of activities relating to the residential complex or the rental unit.

48. In applying section 202 of the Act, I must determine the true substance of the arrangement not what the parties called it. I accept the Landlord provided consent to the Sublessor to sublet her room if the other two tenants on record were in agreeance. However, consent does not change the legal nature if the structure of the subtenancy agreement doesn't meet the RTA requirements. I find this to be a roommate agreement as the sublessee is essentially an occupant/roommate sharing space with the other two tenants on record.

49. Although the parties described the arrangement as a sublet, I find that all three Tenants did not relinquish possession of the rental unit, only the Sublessor. The Sublessor did not transfer possession of the rental unit. The Sublessee occupied only a portion of the unit while the other tenants remained.

50. Based on the above, I find that the Sublessee is not a Subtenant under the Act, and the subtenancy agreement was not valid under the Act. The Board lacks the jurisdiction to grant the remedy sought in the application as the RTA does not govern disputes between Tenants and their roommates/occupants.

It is ordered that:

1. The Sublessor's application is dismissed.

April 15, 2026
Date Issued

Trish Carson

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.