



Order under Section 135 Residential Tenancies Act, 2006

Citation: Pittard v Campisi, 2026 ONLTB 26545

Date: 2026-04-17

File Number: LTB-T-109099-25

In the matter of: Apartment 311, 805 College St
Toronto ON M6G1C9

Between: Grace Elizabeth Mae Pittard Tenant

And

Julia Campisi Landlord

Grace Elizabeth Mae Pittard (the 'Tenant') applied for an order determining that Julia Campisi (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 25, 2026.

The Landlord, the Landlord's Legal Representative Marcella D'Alessandro, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Preliminary Issue: Are the parties in a landlord/tenant relationship?

2. The Landlord and the Tenant entered into a "sublease" agreement on October 30, 2024, with a monthly rent of \$1,600. The agreement identified the Tenant as a "subtenant" and the Landlord as the "sublessor." The parties signed a subsequent 24-month "sublease" agreement on October 21, 2025, in which the rent was reduced to \$1,500 per month for the rental unit. The Tenant paid the agreed upon rent directly to the Landlord from December 1, 2024, to December 1, 2025.
3. It is not disputed that the Landlord was herself a tenant in the rental unit and was responsible for paying the rent to her landlord, a property management company called Aykler. The Landlord conceded that Aykler was not aware that she had vacated the rental unit and entered into a sublease agreement with the Tenant.

4. In or around October 2025, the Tenant opened a notice from Aykler, advising the rent on her rental unit would be increasing by \$49 per month to \$1,020 per month. When the Tenant became aware that she was paying substantially more rent for the unit than the Landlord was paying to Aykler, she filed a T1 application for illegal rent against her Landlord (Ms. Campisi).

The Landlord and Tenant did not enter into a valid subtenancy

5. Sections 2(2) and 97 of the *Residential Tenancies Act, 2006* (the 'Act') set out the four requirements for an authorized subtenancy:
 1. The tenant must vacate the rental unit
 2. The sub-tenant has the right to occupy the rental unit for a fixed period ending on a specified date before the end of the original tenant's lease
 3. The original tenant has the right to resume occupancy of the rental unit after that specified date
 4. The landlord must consent to the subtenancy
6. The facts of this case are somewhat similar to those in the Divisional Court's decision [Tremblay v. Ogunfeibo, 2019 ONSC 7423](#) ('*Tremblay*'). In that case, Ms. Tremblay rented two rooms from the owner of the building; she lived in one room and rented the other out to Mr. Ogunfeibo. Ms. Tremblay wanted her daughter to move into Mr. Ogunfeibo's unit, took the position that the Act did not apply, and locked Mr. Ogunfeibo out.
7. Mr. Ogunfeibo sought relief from the LTB. The Hearing Member found that the parties had entered into a subtenancy pursuant to section 97(1) of the Act and ordered that Mr. Ogunfeibo be put back into possession of the unit. On review, the reviewing Vice-Chair held that the Hearing Member had failed to apply the statutory test for a subtenancy but did not commit a serious error because they had discretion to find that Mr. Ogunfeibo was a subtenant. Ms. Tremblay appealed to Divisional Court,
8. The Divisional Court held that the Hearing Member erred by finding that the parties were in a subtenancy under section 97(1) of the Act because (1) they had not made findings about whether the owner had consented to the subtenancy; and (2) the agreement between Ms. Tremblay and Mr. Ogunfeibo did not provide for Ms. Tremblay's return to the unit or otherwise mention a subtenancy. The court further held that the reviewing Vice-Chair erred by holding that the Hearing Member had discretion to make a finding that the Act applied and that a subtenancy existed between the parties. The Court found that the Vice-Chair's decision ignored the statutory preconditions to finding a subtenancy.
9. By the time the matter was heard at Divisional Court Mr. Ogunfeibo had already vacated the rental unit, and the Court considered it appropriate to decide the matter itself. The Court reviewed the Act's definitions of "landlord", "rent", "rental unit", and "tenant", as well as the exemption in Section 5(i) of the Act. Noting the Act's remedial purpose, the Court found that that Ms. Tremblay and Mr. Ogunfeibo had entered into a landlord and tenant relationship:

[36] The relationship between Ms. Tremblay and Mr. Ogunfeibo falls squarely within the words of the statute. She is a landlord because she is a "person who

permits occupancy of a rental unit". She is not permitting Mr. Ogunfeibo to occupy her unit with her, so the exemption in the definition of "landlord" in paragraph (a) of the definition does not apply.

[37] Similarly, Mr. Ogunfeibo is "a person who pays rent in return for the right to occupy a rental unit". He pays that rent directly to Ms. Tremblay and he gave evidence that he believed she was the landlord. So, he fits the definition of "tenant".

[38] The bedroom, kitchen, common area, and bathroom are "any living accommodation used or intended for use as rented residential premises" so they meet the definition of a "rental unit." Although Mr. Ogunfeibo shares the bathroom, kitchen and common area with others, the premises are akin to a boarding house or a rooming house, both of which are expressly included in the definition of "rental unit" above. Finally, because the bathroom and kitchen are shared with other occupants and are not required to be shared with the "owner, the owner's spouse, child or parent or the spouse's child or parent" the exclusion from the Act in s.5(i) does not apply.

[39] Ms. Tremblay argues that finding that the Act applies to Mr. Ogunfeibo would be contrary to the limited rights of subtenants under s. 97 and specifically contrary to the landlord's right to evict a person who has been allowed to occupy the premises without the landlord's consent. In this case, for example, in February of this year, the landlord/owner went to the board to evict Ms. Tremblay and Mr. Ogunfeibo. He apparently provided notice to Ms. Tremblay but not to Mr. Ogunfeibo. Ms. Tremblay consented to eviction based on an unauthorized occupancy by Mr. Ogunfeibo. When the landlord succeeded in obtaining an eviction order against Ms. Tremblay, he apparently exercised the right only against Mr. Ogunfeibo. Ms. Tremblay's daughter then took possession of the full second unit in accordance with Ms. Tremblay's goal throughout.

[40] Mr. Ogunfeibo is again challenging his eviction at the board and claims that the landlord and Ms. Tremblay colluded to evict him unlawfully. I am not to be taken to be prejudging that ongoing proceeding. However, I do not see the fact that the landlord may have rights against an unauthorized subtenant as undermining the point that the Act applies to the relationship between the tenant, in the position of Ms. Tremblay, and a person who rents from her in the circumstances of this case. If others are able to assert superior rights, then the outcome can be determined by the board on an analysis of each of the relationships. Specific rights set out in s. 97 in favour of tenants who sublet, and their subtenants may or may not be available where a proper subtenancy is not created as defined in s. 2(2). Moreover, if a tenant is found to have misled someone as to her capacity to rent the premises, that too may have legal consequences. The board is instructed by s. 202 of the Act to "ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit". With this mandate, the board is well able to sort through the complexities of modern commerce to separate appropriate and necessary structure from deliberate or abusive misconduct.

10. Because Aykler, the rental unit's owner and the Landlord's landlord, was unaware of the arrangement between the Tenant and the Landlord, I am not satisfied that the agreement between the Landlord and Tenant was a valid subtenancy within the meaning of section 97 of the Act, as per the Court's reasoning in *Tremblay*.
11. Unlike in *Tremblay*, the agreement between the Landlord and Tenant in this case was characterized as a sublease and referred to the Landlord as the sublessor and the Tenant as the subtenant. Despite this, I am nonetheless satisfied that the parties entered into a landlord and tenant relationship.
12. Section 202 of the Act requires the Board to ascertain the substance of the agreement between the parties, and in doing so it may disregard the outward forms of a transaction and have regard to the parties' pattern of activities. In this case, I am satisfied that, like in *Tremblay*, the Landlord is a person who permits occupancy of the rental unit without also occupying it, and the Tenant is a person who pays rent in return for the right to occupy it. The Landlord did not specify a date for her return to the rental unit. As a result, I am satisfied that the Act does apply to the arrangement between the parties because they are in a landlord and tenant relationship. To find otherwise would give effect to what I consider to be "deliberate or abusive" misconduct within the meaning of paragraph 15 of *Tremblay*.
13. I would note that Aykler was not given notice of this proceeding. My finding regarding the relationship between the Landlord and Tenant should not be taken to preclude Aykler from asserting "superior rights" against the parties, as envisioned by the Court in paragraph 40 of *Tremblay*.

T1 Application

14. In my view the Tenant's application must be dismissed. The lawful rent is the rent that they agreed to when they entered into a tenancy with the Landlord, not the rent that the Landlord agreed to pay to Aykler.
15. Even if this were not the case, I must then consider section 135.1(1), which states: "An increase in rent that would otherwise be void under subsection 116(4) is deemed not to be void if the tenant has paid the increased rent in respect of each rental period for at least 12 consecutive months." As the Tenant paid \$1,500 per month for twelve consecutive months from December 1, 2024, to December 1, 2025, that amount would have been deemed to the lawful rent as result of section 135.1(1). As a result, the Tenant's application is dismissed.

It is ordered that:

1. The application is dismissed.

April 17, 2026
Date Issued

Heather Woodside
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.