



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Affum v Teymory, 2026 ONLTB 33890

Date: 2026-04-24

File Number: LTB-T-072571-24-RV
LTB-T-083286-24-RV

In the matter of: 48 EDINBURGH RD S
GUELPH ON N1H5N9

Between: Martin Affum Tenant

And

Abbas Teymory Landlord

Review Order

Martin Affum (the 'Tenant') applied for an order determining that Abbas Teymory (the 'Landlord') altered the locking system, substantially interfered with the Tenant's reasonable enjoyment, harassed, obstructed, coerced, threatened or interfered with the Tenant, and collected or retained money illegally.

This application was resolved by order LTB-T-072571-24 / LTB-T-083286-24, issued on April 16, 2026.

On April 23, 2026, the Landlord requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Reasons:

1. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

The Landlord is the Tenant's landlord

2. The primary basis for the review is that the Landlord argues that the Member erred in finding that he was the Tenant's landlord.
3. The Member found that the property had several rental units. The top floor was a self-contained unit where the Landlord lived. The main floor and basement were operated as a rooming house, meaning that each bedroom was rented out as its own rental unit. The

rooming house bedrooms shared common areas consisting of a kitchen and two bathrooms. The Tenant's rental unit was one of the basement bedrooms.

4. The Landlord took the position that he rented the entire main floor and basement to a third party, Gordon Gummerson. Mr. Gummerson operated the rooming house. He lived in one of the rooms and rented the others out to tenants, including the Tenant in this matter. The Landlord argued that, consequently, Mr. Gummerson was the Tenant's landlord and the Landlord was not.
5. The Member rejected the Landlord's argument, and found that he was a landlord of the Tenant's unit, for two reasons.
6. First, the Member applied the definition in section 2(1) of the *Residential Tenancies Act, 2006* (RTA), which provides that "landlord" includes "the owner of a rental unit." There was no dispute that the Landlord owned the building. The Member therefore found that the Landlord met the definition of a landlord. The Landlord has not identified any error in that finding. That alone would be sufficient to dispose of the review, since the Landlord is clearly a landlord within the meaning of the RTA.
7. Second, the Member found that the Landlord also met a second definition in section 2(1), which provides that a "landlord" also includes "any other person who permits occupancy of a rental unit." On the evidence before him, the Member found that the Landlord met that definition. The Landlord listed the unit for rent; showed the Tenant the unit; helped the Tenant move in; maintained the unit; and gave notices of rent increase. Mr. Gummerson collected the rent, but did so on the Landlord's behalf and remitted the full rent to the Landlord. The Member found that the real substance of the transaction was that the Landlord was a person who permitted occupancy of the rental unit.
8. The Landlord argues that the Member erred in his assessment of the evidence. The purpose of a review is not to re-assess the evidence. The Member who heard the evidence was in the best position to assess it. The findings he made were available to him on the evidence. The Landlord argues that there was evidence indicating that he did not show the Tenant the unit. However, two witnesses testified that the Landlord was present for the showing, and the Member was entitled to find them to be credible.
9. The Member therefore did not err, either by finding that the Landlord was the owner of the unit, or by finding that he was a person who permitted occupancy of the unit.
10. Furthermore, even if the Member had not made those findings, the Landlord would still have been a landlord within the meaning of the RTA. In *TSL-50630-14-RV2 (Re)*, 2015 CanLII 13940 (ON LTB), the Landlord and Tenant Board (LTB) considered the situation where a head landlord rents a residential unit to a third party, who in turn rents it to an occupant. The LTB found that in that situation, the head landlord and the third party are both landlords under the RTA, and the occupant is the tenant under the RTA. The same reasoning would apply in this case.

11. In short, landlords cannot contract out of the RTA by operating through a middleman. In this case, the Member correctly rejected the Landlord's attempt to contract out of the RTA.

Other alleged errors

12. The Landlord also argues that the Member erred in several other respects.

Illegal lockout

13. The Member found that the Landlord participated in illegally locking the Tenant out of the unit. The Landlord argues that the Member erred, because the Landlord was not present for the lockout. There is no merit to that argument. The Member found that the Landlord was present and stood in front of the door barring the Tenant from gaining access to the unit. The finding was available on the evidence. It was not an error for the Member to find the Tenant's testimony to be more credible than the Landlord's.
14. In any case, the Member also found, correctly, that even if the Landlord had not participated in the lockout, he would have been obligated to restore the Tenant to possession following the lockout. There is no error in the Member's finding that the Landlord was liable for illegally evicting the Tenant.

Rent collection

15. The Member found that the Landlord had charged an illegal rent, and ordered him to repay the excess. The Landlord argues that the Member erred because it was Mr. Gummerson who collected the rent.
16. The Member found that Mr. Gummerson collected the rent on behalf of the Landlord. There was no error in his conclusion that the Landlord had therefore collected the rent within the meaning of the RTA.
17. Further, the Member also found that Mr. Gummerson remitted the rent to the Landlord after collecting it. Hence, even if the Landlord did not collect the rent illegally, he nonetheless retained it illegally within the meaning of the RTA.
18. There is no error in the Member's finding that the Landlord was liable to return excess rent collected illegally.

Rent differential

19. Because the Landlord had illegally evicted the Tenant, the Tenant had to rent a new home. The monthly amount he paid for rent increased by \$544.00. He asked to be awarded that amount for 12 months. The Member found that the Tenant's new unit was an improvement over the previous one, so he reduced the rent differential to account for betterment. He awarded a differential of \$200.00 for 12 months.

20. The Landlord argues that the Member erred by failing to account for betterment. There is no merit to that argument. The Member explicitly accounted for betterment.

Result

21. For the above reasons, I am not satisfied that there is any error in the Member's decision. The review will be denied.

It is ordered that:

1. The request to review order LTB-T-072571-24 / LTB-T-083286-24i, ssued on April 16, 2026, is denied. The order is confirmed and remains unchanged.

April 24, 2026

Date Issued

Dale Whitmore

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.