



Order under Section 135 Residential Tenancies Act, 2006

Citation: MAXIMUM LUXURY INC v Dicarlo, 2026 ONLTB 33894

Date: 2026-04-27

File Number: LTB-T-096821-25

In the matter of: 119 CUMBERLAND DR
Mississauga ON L5G3N3

Between: MAXIMUM LUXURY INC
Afombo-Edimo Agborndip
Asek Awu Agborndip

Tenants

And

Dicarlo Brothers Inc.

Landlord

MAXIMUM LUXURY INC (the 'Tenant') applied for an order determining that Carlo Dicarlo and Tom Marasovic (the 'Landlords') collected or retained money illegally.

At the hearing, the Landlord said that the lease agreement was, in fact, between Dicarlo Brothers Inc. as Landlord, and Afombo-Edimo Agborndip, Asek Awu Agborndip and Maximum Luxury Inc. as Tenants. The named parties were accordingly amended.

This application was heard by videoconference on April 23, 2026.

The Landlord, the Landlord's witness, T. Marasovic, and the Tenant, Asek Awu Agborndip, attended the hearing.

Determinations:

1. At the hearing it became evident that the Tenants were seeking compensation for property that they allege was locked in the rental unit after they were evicted. The Tenant, A.A. Agborndip (AAA), said that the Tenants were prohibited by the Landlord from removing their property, and they have not had access to the unit to remove their property since the date they were evicted.
2. The Landlord moved to dismiss the application because it is not validly filed as a T1 application. I agreed with the Landlord.
3. At the hearing, the Tenant requested the consent of the Board to withdraw their application. I consented to the Tenant's request.

4. The Landlord requests costs of \$200.00 because they submit that the application is frivolous and vexatious, and it has caused the Landlord undue expense. They submit that the Tenants did not disclose any documentary evidence prior to this hearing, and their application form itself did not itemize or detail what comprised the \$50,000 the Tenants were seeking. In their application, the Tenants checked “reason 7” on the form, which states that the Landlord sold their belongings. The Landlord submits that AAA’s testimony shows, on a balance of probabilities, that the Tenants never honestly believed that the Landlord sold their belongings.
5. I deny the Landlord’s request for costs for the following reasons.
6. There is no evidence to suggest that the Tenants were either frivolous or vexatious in bringing their application. At the hearing AAA testified, under oath, that the Landlord has denied the Tenants any access to their property since the eviction. He also testified, under oath, that he believes his furniture and electronic goods are worth \$50,000.00. He also attended the hearing to represent the Tenants. Therefore, the Tenants believed, in good faith, that they had a cause of action against the Landlord. As it happens, the Tenants filed the wrong application. Perhaps the Tenants should have become aware that they filed the wrong application, because “reason 7” was the only box on the form that came close to what they were alleging, and it was not, in fact, what they intended to allege. However, ultimately, I place little significance on the fact that the Tenants ticked the incorrect box that alleges that their Landlord sold their property. In their written reasons, they clearly stated that the Landlord changed the locks and “confiscated our belongings”. That written reason is the same allegation that AAA submitted at the hearing.
7. Pursuant to Guideline #3 of the Board’s Interpretation Guidelines, costs are awarded for causing undue expense or delay as a result of unreasonable behaviour. The Tenants here may, or they may not, have a cause of action if they were to file a different, more appropriate application. The Tenants are not lawyers or paralegals, and parties frequently file the incorrect application, even when they have a valid cause of action, due to their lack of sophisticated legal understanding. That is not frivolous, vexatious or unreasonable. The Landlord has no valid claim for costs.

It is ordered that:

1. The Tenants’ application is withdrawn.

April 27, 2026
Date Issued

Nancy Morris
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.