



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

File Number: LTB-L-004948-26

In the matter of: J/2807, 15 VENA WAY
NORTH YORK ON M9M0G8

Between: HARRINGTON HOUSING INC Landlord

And

Sodiq Ademola Olaniyan Tenant

HARRINGTON HOUSING INC (the 'Landlord') applied for an order to terminate the tenancy and evict Sodiq Ademola Olaniyan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Agent, Yasemin Mamaloglu, and the Tenant attended the hearing. Sait Simsek attended the hearing as a witness for the Landlord.

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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,080.00. It is due every four weeks, on a Tuesday.
4. Based on this 4-week rental period, the daily compensation is \$38.57. This amount is calculated as follows: \$1,080.00 divided by 28 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 13, 2026 are \$14,040.00. The Tenant did not contest the amount of rent arrears.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$1,080.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$37.50 is owing to the Tenant for the period from October 8, 2024 to March 25, 2026.

Mandatory Denial of Eviction and Relief from Eviction

10. The Tenant submitted the Landlord was in serious breach of their obligations such that eviction must be denied under s. 83(3)(a) of the *Residential Tenancies Act, 2006* (the 'Act').
11. Subsection 83(3)(a) of the Act provides that the Board shall refuse to grant the application where satisfied that the landlord is in serious breach of the landlord's responsibilities under this Act or any material covenant in the tenancy agreement.
12. Where the Board is satisfied that the landlord is in serious breach of the landlord's responsibilities under the Act or any material covenant in the tenancy agreement, it is mandatory to refuse the landlord's application for eviction. In addition to being serious, the Landlord's breach, whether of their responsibilities under the Act must also be occurring at the time of the hearing.
13. The Act does not define "serious breach".
14. The leading case of the Divisional Court which outlines the test for a "serious breach" is *Puterbough v. Canada Public Works and Government Services* [2005] O.J. No 5727. In that case, the court interpreted a "serious breach" in the context of a landlord's statutory duty to repair and maintain the rental unit. At paragraph 22, the Court stated that a "serious breach", in the context of the Landlord's maintenance responsibilities:

Means more than the rental premises being in a poor condition and in need of significant work...In short, a serious breach of the landlord's responsibilities is not established simply by the rental premise being in need of extensive repairs.

15. The purpose of subsection 83(3)(a) of the Act is to ensure landlords do not rely on an eviction of tenants as a means of circumventing their statutory obligations under the Act.
16. That said, when addressing a tenant's arguments pertaining to the landlord's alleged breaches in that case, the Court went on in *Puterbough* to state: "To accept the Tenant's argument that all breaches of the Landlord's responsibilities that raise health and safety concerns trigger subsection 83(3)(a) of the Act would render meaningless the word 'serious' in that subsection."
17. In *Puterbough*, the Court held that the wording of subsection 83(3)(a) of the Act is in the present tense meaning that the serious breach must be ongoing at the time of the hearing before the Board, not in the past or potentially in the future, and the onus is on the Tenants to prove this.

18. The Tenant's argument for mandatory denial of eviction relates to his assertion that the Landlord entered his rental unit illegally and removed all of the Landlord's furniture and his personal possessions.
19. The Tenant alleges that Landlord entered his unit on March 16, 2026 and removed everything from the room, including the furniture (which was provided by the Landlord with the room) and all of his possessions, including all of his identification and paperwork. He indicates that he called police, that they attended his rental unit on March 17, 2026 and that he has a case number from the police indicating that they are investigating. The Tenant also filed a T2 application with the Board on March 19, 2026 (LTB-T-024666-26).
20. The Landlord's Agent confirmed that the Landlord-owned furniture had been removed from the rental unit and justified this removal on two bases:
 - a) They indicated that they believed that the Tenant had abandoned the rental unit, as he did not respond to any of their communications. The Landlord's Agent acknowledged that the Landlord had not filed an L2 application in order to have the unit determined to be abandoned; and
 - b) The Landlord operated under the auspices of a Master Lease with the property owner ('Medallion'). Due to financial difficulties that the Landlord was facing, Medallion has demanded vacant possession of a number of rental units from the Landlord, including the Tenant's rental unit. Given this demand, the Landlord felt that they were obligated (in accordance with their Master Lease), to remove their furniture from the Tenant's rental unit and provide vacant possession to Medallion.
21. The Landlord's Witness testified that the Landlord, when becoming aware of Medallion's intentions to reclaim possession of rental units, enters units and removes Landlord-owned property from units, including mattresses and televisions, so that Medallion would not either take and/or dispose of the Landlord's property. He indicated that this work was often done by contractors hired by the Landlord and that it was possible that the contractors removed the Tenant's personal possessions along with the Landlord's furniture.
22. I find that the Landlord's acknowledged removal of the rented furniture in the rental unit, along with some or all of the Tenant's possessions, constitutes substantial interference with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by the Tenant. The Landlord had no lawful authority under the lease or the RTA to take this unilateral action, and the fact that the Landlord was itself facing financial difficulties or failed to properly supervise the work of its contractors in way justifies this conduct. I find that this conduct rises to the level of a serious breach because the conduct significantly impacts the day-to-day living conditions of the Tenant – his rental unit has essentially become unliveable due to the removal of the Landlord-provided furniture (including a bed) and his personal items.
23. Therefore, in accordance with s.83(3)(a) of the Act I must deny eviction.
24. The portion of the Landlord's application seeking an order for rent arrears is not affected by the s.83(3) determination and is therefore granted.

It is ordered that:

1. The Tenant shall pay to the Landlord \$14,226.00. This amount includes rent arrears owing up to April 13, 2026 and the cost of filing the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 19, 2026 at 4.00% annually on the balance outstanding.

May 7, 2026
Date Issued

Curtis Smith
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.