



**Order under Section 135
Residential Tenancies Act, 2006**

Citation: MOBOLAJI v KONIETZNY, 2026 ONLTB 40272

Date: 2026-05-27

File Number: LTB-T-061496-25

In the matter of: Third Floor Room 11, 494 Albert Street East
Sault Ste Marie Ontario P6A2K2

Between: OLUWATOBI MOBOLAJI Tenant

And

KURT KONIETZNY Landlord

OLUWATOBI MOBOLAJI (the 'Tenant') applied for an order determining that KURT KONIETZNY (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 19, 2026.

The Landlord 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.
2. The Landlord raised a preliminary issue of jurisdiction on the basis of s. 5(i) of the Residential Tenancies Act (the "Act"). S. 5(i) provides as follows:
 - s. 5. This Act does not apply with respect to,
 - (i) living accommodation whose occupant or occupants are required to share a bathroom or kitchen facility with the owner, the owner's spouse, child or parent or the spouse's child or parent, and where the owner, spouse, child or parent lives in the building in which the living accommodation is located;
3. The residential complex is a three storey rooming house consisting of 5 rooms on the main floor, 4 rooms on the second floor and 2 rooms on the third floor. None of the rooms contains a bathroom. There is one shared bathroom on the first floor, two shared bathrooms on the second floor and one shared bathroom on the third floor. None of the rooms contain a kitchen. On each floor there is a shared kitchen consisting of a stove, refrigerator, sink, microwave, storage cabinets, a table and chairs. All of the kitchens and bathrooms are available for use by all the tenants, regardless of the floor on which a

tenant's unit is located. For example, a third floor tenant might use the shower in the second floor bathroom if the third floor bathroom was occupied. There was no material difference in the evidence of the Landlord and the Tenant on the description of the facilities in the residential complex or on the shared use.

4. The Tenant's lease states in the preamble that residential complex is a shared use building. The lease states that "it is intended to promote household harmony by clarifying the expectations of the Owner "Landlord" and Tenant when they share the same home".
5. The Landlord says that he lives in one of the rooms on the first floor. The Landlord says his room is no different that any of the other ten rental units and that he shares the kitchens and bathrooms with his tenants. As the Landlord put it, he is "just another tenant" with respect to sharing the kitchens and bathrooms.
6. The Tenant states that the Landlord does not live at the rental unit. The Tenant says he has never seen the Landlord in the residential complex. The Tenant stated that he has seen the Landlord's vehicle parked at the rental unit occasionally, but it is parked on the street, from which fact he concludes that the Landlord was just visiting the residential complex as the Landlord did not appear to have a permanent parking space at the rental unit.
7. The Landlord states that he has lived at the residential complex from the time he purchased the residential complex in April 2022. He stated that he previously lived in Toronto and went through a divorce. He visited friends and family in Sault Ste. Marie at the time of his divorce, found that he enjoyed northern Ontario, looked for a property and found the residential complex for sale at a price he found attractive. The Landlord owns a vacant lot on the same street as the residential complex, three doors away, and parks his vehicle there to leave more parking space for tenants. The Landlord stated that he has not changed his address on his driver's license and did not wish to upload any banking documents to show his address as the residential complex as he did not know how to redact personal financial data. I accept the Landlord's evidence that he lives at the residential complex and I accept his explanations as to the absence of documents showing his address as the residential complex. The oral statement by the Landlord that he lives in the residential complex is consistent with the preamble to the lease which acknowledges that the Landlord lives at the residential complex. I do not accept the evidence of the Tenant on the issue of the Landlord's residence as the Tenant admits that he deliberately attempted to deceive the Landlord as to the reason the Tenant wished to terminate his tenancy, as explained in more detail below, and I do not find the Tenant to be a credible witness. Where the Tenant's evidence is in conflict the evidence of the Landlord, I therefore accept the evidence of the Landlord.
8. I find that provisions of the Act do not apply to the Tenant's rental unit on the facts of this application based on s. 5(i) of the Act, as the Tenant is required to share a bathroom and kitchen facility with the Landlord, and the Landlord lives in the building in which the living accommodation is located.
9. If the provisions of the Act did apply to the rental unit, I find that the Landlord did not illegally retain the Tenant's rent deposit.

10. The Tenant's lease was for a one year term commencing January 1, 2025. The Tenant paid a last month's rent deposit for the rental unit and parking space in the amount of \$975.00. In April 2025, the Tenant sent an email to the Landlord stating that he would be moving "at the beginning of August, 2025" due to a job relocation. The Tenant relies on this email as notice of termination. The Tenant did not have a right to terminate his tenancy as his lease was for a one year period. Also, the email is not compliant with the provision of s. 43(1) of the Act as it does not state the date on which the tenancy is to terminate.
11. The Landlord responded on July 3, 2025 stating that he would apply the Tenant's last month's rent deposit to August as he accepted that Tenant's explanation that he was moving due to a job relocation and the Tenant would be occupying the rental unit for part of August. The Landlord learned later in July from contacting the Tenant's employer that the Tenant was not in fact relocating. The Landlord then took the position that he would not agree to early termination as the Tenant had not been forthright in the reasons for his request. The Tenant objected to the Landlord's contact with his employer in an email reply and insisted that his job was being relocated, and he moved out on July 31, 2025. The Tenant paid the rent due for July, 2025 and demanded the return of his last month's rent deposit. At the hearing, the Tenant admitted that he deliberately deceived the Landlord as to the reason he was requesting early termination, admitting that he was not facing a job relocation, and that the true reason he wanted to end his tenancy early was that he did not enjoying living in a shared residential complex.
12. I find that the Tenant was not entitled to early termination of his one year tenancy and that the notice he purported to give was not compliant with the Act. The Landlord has not retained money illegally and is entitled to retain the last month's rent deposit and apply to the deposit to rent for the last month of the tenancy.
13. The Landlord stated he did not secure another tenant until April 2026. He stated that he believed that tenancy had not terminated and was in effect until December 31, 2025. At that point he followed his usual practice of advertising through Facebook. He stated that marketing to students had become more difficult in the current economic climate. I find that the Landlord acted reasonably in mitigating his loss arising from the Tenant's early departure.
14. The Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

May 27, 2026
Date Issued

Jack Jamieson
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.