



Order under Section 31 Residential Tenancies Act, 2006

Citation: Yusuf v Numekevor-Otoo, 2026 ONLTB 43424

Date: 2026-06-01

File Number: LTB-T-039662-26

In the matter of: 1770 Westbridge Way
Mississauga ON L5N7S6

Between: Iremide Yusuf Tenant
Dunke Yusuf

And

Aku Numekevor-Otoo Landlord

Iremide Yusuf and Dunke Yusuf (collectively, the 'Tenant') applied for an order determining that Aku Numekevor-Otoo (the 'Landlord'):

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on May 29, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$2,248.00.
2. On consent of the parties, the application is amended to correct the Tenant's name to Iremide Yusuf and Dunke Yusuf instead of "Iremi" as listed in the application. On my own motion and on notice to the Landlord, I find it appropriate to amend the application to recharacterize the Tenant's request for abatement of rent of \$2,200 to a request for general damages. The total amount requested remains the same. The Tenant provided testimony about the impact the eviction had on them that supports a request for general damages. The Tenant is not a sophisticated party and was clearly confused about many aspects of LTB hearing and application process. The prejudice to the Landlord is minimal as the total amount requested and awarded remains the same. It is unclear what evidence,

if any, the Landlord could introduce if the hearing were adjourned in order to permit the Tenant to properly amend their application on notice to the Landlord instead of the application being amended on May 29th. In accordance with s. 183 of the Act and the Board's obligation to conduct expeditious proceedings, I find it appropriate to simply amend the application instead of adjourning the application to allow the Tenant an opportunity to amend their application.

3. There was no dispute that the Tenant was locked out on May 4, 2026.
4. There was no dispute that the Landlord resided at the residential complex, and the Tenant was required to share a kitchen and bathroom with the Landlord starting in April 2026.
5. The Landlord argues that *the Residential Tenancies Act, 2006* (the 'Act') does not apply.
6. She relies on the exemption contained in s. 5(i) of the Act: the Act does not apply to "*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.*"
7. It is undisputed that the Landlord moved into the property before the locks were changed. By simply moving in, however, a landlord does not convert a tenancy covered by the Act to one not covered by the Act. See: *Cowie v. Bindlish*, [2010] O.J. No. 2193 (Ont. Div. Ct.) which states, "there was no evidence at either hearing that the [landlord] told the [tenant] prior to renting the room to him that it was her intention to move into the house."
8. What is in dispute is whether the Landlord resided at the residential complex at the commencement of the tenancy and/or whether the parties agreed that the Landlord would reside at the residential complex at the commencement of the tenancy.
9. The Landlord bears the burden of proof in establishing that the Act does not apply on a balance of probabilities.
10. I do not find that she established that it is more likely than not that the Act does not apply.
11. The Landlord provided brief testimony that she lived at the rental unit and had access to common areas at material times. She recently moved in on a full-time basis for personal reasons after a breakdown in her relationship.
12. She provided almost no detail. There are no photos and no documents to support the Landlord's claim. She provided no mail addressed to her at the rental unit and no photos or videos of her belongings at the residential complex prior to April 2026. She didn't even testify that the parties agreed that the washroom or the kitchen would be shared with her. Her testimony was that the Tenant only rented a bedroom on a temporary basis, and that the Landlord had access to the common areas, which they occasionally used when they visited the property. There were no dates. There was no testimony about any specific occasions when she used the kitchen or the washroom at the commencement of the tenancy. There is no written contract between the parties and no rental ad to corroborate the Landlord's version of the events.

13. The Tenant categorically denied that the Landlord lived at the property or that there was an agreement that she would live at the property. They lived at the property for approximately one year before the Landlord moved in. They do not deny that they only rented a room but state that they shared the kitchen with other occupants. They did not share anything with the Landlord until recently when the Landlord moved into part of the residential complex in April 2026.
14. The Landlord did not cross-examine the Tenant about their living arrangements.
15. Case law dealing with s. 5(i) essentially establishes a two-part test and the party relying on the exemption has to establish both:
 - 1) is the occupant 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
 - 2) does the owner, spouse, child or parent live in the building in which the living accommodation is located.
16. I note that spending an occasional night at the residential complex would likely be insufficient to satisfy the second part of the test. The term "lives" is not defined in the Act but common sense and some LTB jurisprudence suggest that accessing the house every now and again would not be sufficient (see for example *Xu v Wu*, 2023 ONLTB 23303). It seems to me that the term "live" would require one to treat a location as their permanent residence or at least a local homebase if they split time between different cities.
17. The Landlord failed to establish that the exemption applies in accordance with case law above. There is almost no evidence that she lived at the rental unit until she recently moved in.
18. I therefore find that the Act applies.
19. There was no dispute that the Landlord changed the locks and locked the Tenant out. There was no dispute that the tenancy was not terminated in accordance with the Act prior to the lockout.
20. I find that it is more likely than not that the Landlord breached s. 24 of the Act: "A landlord shall not alter the locking system on a door giving entry to a rental unit or residential complex or cause the locking system to be altered during the tenant's occupancy of the rental unit without giving the tenant replacement keys."
21. The Tenant withdrew their request for most remedies identified in their application. They no longer wish to move back into the rental unit.
22. The two remaining remedies are:
 - a. Payment of \$2,200, and
 - b. Fine payable to the LTB.
23. I find that the Tenant established entitlement to remedy 'a'. The Tenant labelled it as "rent abatement" representing the loss of 100% of enjoyment of the rental unit due to the

Landlord's harassment, interference with reasonable enjoyment and, ultimately, being locked out of the rental unit. The Tenant testified about the impact the illegal eviction had on them. Dunke Yusuf was very emotional, complained that her health had deteriorated and about the serious impact the eviction had on her. Iremide Yusuf suddenly lost her home and had nowhere to stay. Both of them were very seriously impacted. They also testified about the Landlord's conduct after the Landlord moved into the property but before they were ultimately evicted. I would grant the Tenant's request for a rent abatement in the amount of \$2,200 but I find that it is better characterized as general damages.

24. The Divisional Court in *Mejia v. Cargini*, 2007 CanLII 2801 (ON SCDC), affirms that the Board may award damages under the "any other order" remedy clauses in the Act. This is compensatory damages following the principle of attempting to put the Tenant in the same position they would have been in had there been no breaches of the Tenancy. The Divisional Court awarded \$4,000.00 general damages for interference with reasonable enjoyment.
25. The Board has previously found in cases of harassment and illegal lockouts that an amount for the illegal lockout is appropriate under general damages. See for example HOT-02167-17 (Re), 2019 CanLII 86881 (ON LTB), the LTB reasoned that:...it seems to me that the quantum of general damages normally awarded to compensate a tenant for an illegal lockout is \$2,500.00. That sum takes into account the inherent indignity of having one's home taken away; the time, effort, frustration, and stress of having to arrange food and accommodations while also seeking legal assistance; and the inconvenience and displacement of being without a home.
26. Some recent cases award higher damages.
27. I find the amount of \$2,200 to be appropriate in the circumstances. The Tenant testified about the serious impact the Landlord's actions had on them. The impact on the Tenant is consistent with what I usually see in cases of illegal lockouts. A higher award may have been appropriate, but I am not inclined to award an amount higher than what the Tenant's application requests.
28. I will not order the Landlord to pay a fine to the LTB.
29. While it is not binding upon me, the Board's Guideline 16 outlines relevant considerations in determining the appropriateness of an administrative fine: An administrative fine is a remedy to be used by the Board to encourage compliance with the Act, and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance. Administrative fines and rent abatements serve different purposes. Unlike a fine, a rent abatement is intended to compensate a tenant for a contravention of a tenant's rights or a breach of the landlord's obligations.
30. I should therefore consider the nature and severity of the breach, the effect of the breach on the Tenant, and any other relevant factors, such the conduct of the Landlord. Detering misconduct and encouraging compliance is an over-riding factor.

31. The Tenant was seriously impacted by the Landlord's actions.
32. Fines are very often appropriate in cases of illegal lockouts. In the case before me, however, I do not find that the Landlord acted with blatant disregard for the Act or that she or similar landlords need to be additionally deterred. I found the Landlord to be credible and reasonable at the hearing. She admitted adverse facts and did not unnecessarily prolong the hearing of this application. She called the LTB and other authorities before she changed the locks. She received confirmation that the Act does not apply in cases where a landlord shares a kitchen and a bathroom with their tenant. This is confirmed by a recording of her call with the LTB that she filed into evidence (document 8038047 in Tribunals Ontario Portal). The advice the Landlord received was partially wrong as set out above, but I accept her testimony that she genuinely believed it to be correct. She is not a sophisticated landlord. Ignorance of the law is not a valid defense, and it does not render the illegal lockout lawful. The Landlord's genuine confusion and due diligence she conducted before changing the locks strongly suggests that a fine is not necessary, however. The correct course of action would have been to bring an application to the LTB for a determination whether the Act applies, but I do not find that a fine is overall necessary to deter misconduct or to ensure compliance by this Landlord or other similar landlords.
33. The Tenant incurred the cost of \$48.00 in filing this application and I find that they are entitled to a reimbursement of this cost.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,248.00.
2. The Landlord shall pay the Tenant the full amount owing by June 12, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 12, 2026, the Landlord will owe interest. This will be simple interest calculated from June 13, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 1, 2026
Date Issued

Vladimir Nikitin
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.