



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-107087-25

In the matter of: 103, 36 KING ST
YORK ON M9N1L1

Between: Olemed Corporation Landlord

And

Ibrahim Ekemode Tenant

Olemed Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Ibrahim Ekemode (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; and
- the number of persons living in the unit on a continuing basis is more than permitted by health, safety or housing standards.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on May 12, 2026.

The Landlord, their Agent, Joe Jakobek, and their Legal Representative, Demetrios Maragos, and the Tenant, and their Legal Representative, Sayed Misbahuddin Shajjan, attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application will be granted. However, I find that it would not be unfair to grant relief from eviction. Therefore, there shall be an order delaying eviction until July 1, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord gave the Tenant an N5 notice of termination. The N5 notice alleges both substantial interference under section 64 of the *Residential Tenancies Act, 2006* (the 'Act') and overcrowding in the rental unit under section 67 of the Act.

4. On November 17, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination deemed served on the same date. The notice of termination contains the following allegations:
 - The Tenant was using unauthorized parking spots at the building to park cars he purchases for his car sales business; and
 - The Tenant is overcrowding the rental unit by having too many occupants.
5. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. The voiding period for the first N5 was from November 18, 2025, to November 24, 2025. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the Act, and the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the Act.
6. On December 19, 2025, the Landlord gave the Tenant a second N5 notice of termination deemed served on the same date. The notice of termination contains the following allegations:
 - The Tenant was still using unauthorized parking spots at the building to park cars he purchased for his car sales business;
 - There was still overcrowding in the rental unit; and
 - The Tenant and his family were placing personal property in the common areas of the building and caused damage.
7. The Landlord's Agent ("JJ") testified that each tenant in the building has their own assigned parking spot if they choose to rent one for \$100.00 per month. JJ stated that the Tenant was renting one parking spot, which was the driveway at the front of the building and no other parking spot. As such, given that each parking spot is numbered and assigned, the Tenant's only lawful parking spot was number eight.
8. As a result of complaints from other tenants, JJ testified that they discovered the Tenant was purchasing cars and parking them at the building as his business is to buy cars in Canada and ship them to Nigeria. This was admitted by the Tenant.
9. When JJ went to confront the Tenant about the unlawful parking, he stated that the Tenant was very aggressive and intimidated him. JJ stated that he advised the Tenant about unlawfully parking the motor vehicles at the building but the behaviour from the Tenant did not stop. At this point, JJ called City of Toronto parking enforcement unit, and when the Tenant was advised by the enforcement officer that he may get a ticket, the Tenant made a threatening remark to him.
10. JJ then testified that the unit being rented by the Tenant is a one-bedroom unit. The rental unit is 343 square feet with 319 square feet of livable space. JJ testified that he observed five people living in the rental unit, which included the Tenant, his wife, and three children. JJ stated that at the time of signing the lease, the Tenant was the sole occupant of the unit, but over the course of the past year, the Tenant's family moved into the unit as well.

11. In his observation, JJ testified that due to the number of people, the unit was not adequately sized to house that many people. JJ then stated that he observed mattresses in the living room and assumed that the children were sleeping there. JJ testified that he brought this issue to the Tenant before the N5 notices being filed.
12. JJ testified that there is an annual safety inspection of the units and that notice of entry was given on March 2, 2026, to all tenants in the building. The Tenant did not allow JJ to enter the rental unit and conduct the inspection. JJ then contacted the Landlord's Legal Representative and ultimately issued a new notice of entry for the annual safety inspection and was allowed into the unit. At this time, JJ stated that the mattresses he observed in the living room prior to this inspection were removed; moreover, an extra freezer was in the rental unit as well. JJ testified that he believes the Tenant relocated the mattresses.
13. In addition to this, JJ stated that he had researched the City of Toronto's occupancy standards and testified again to the measurements he took of the unit. JJ stated that while he did not measure the Tenant's particular unit, he measured the unit directly above, which is identical to the Tenant's unit. Based on the evidence provided by JJ, with reference to the City of Toronto's occupancy standards, each person needs 96.87 square feet of livable space, and with the size of the rental unit, that means at most 3.54 people can occupy this space.
14. JJ further testified that outside of the Tenant's unit, there was a floor mat with several pairs of shoes and boots. When JJ observed this, he approached the Tenant and asked him not to have him or his family leave personal belongings in the hallway as it is a safety issue. After this conversation, JJ testified that the personal belongings were moved to the stairwell located beside the Tenant's unit. JJ stated that he knew these items belonged to the Tenant and his family as he has observed them taking off and putting on the items located in the stairwell.
15. JJ stated that the residential complex is a building with multiple tenants and that the ongoing issues with this tenancy is problematic as it prevents him from being able to manage the property; additionally, JJ states that the relationship between the Landlord and the Tenant has gotten to the point where it is irreparable and that he has anxiety when having to communicate or interact with the Tenant.
16. The Tenant testified and as mentioned above, confirmed that he has a business of buying cars and selling them back in Nigeria; however, the Tenant stated that he does not use any other parking spots other than the one he is renting.
17. The Tenant further testified that the motor vehicles he purchases are parked at a shipping facility. The Tenant did not provide any more context on this.
18. The Tenant testified that as mentioned by JJ, there was an incident where he parked where no one else parked due to him getting lunch for his daughter. This was the same occurrence when the parking enforcement officers were on scene and advised the Tenant of his authorized parking spot. The Tenant then stated that this was the first and last time he ever parked in a parking spot that he was not explicitly renting but offered to pay for this parking spot at that time.

19. The Tenant then testified that he and his friend measured the rental unit, and the total space was 443.75 square feet. The living room was 323 square feet, and the bedroom was 120.75 square feet.
20. As it relates to the measurement of the unit, both JJ and the Tenant were cross-examined in a similar fashion. Neither JJ or the Tenant are land surveyors nor are professionals in construction or tradesman. To this point, both JJ and the Tenant are in the same level of professional capacity for measuring the rental unit.
21. The Tenant did not dispute the fact that there were five people living in the rental unit nor that the items that were observed in the common areas, being the hallway and stairwell, belonged to him and his family.
22. Based on the evidence before me, I find, on a balance of probabilities, that the Tenant, has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant and that the number of persons living in the unit on a continuing basis is more than permitted by health, safety or housing standards. The Tenant did not remediate any of the behaviour or conduct satisfactorily to the Landlord within seven days after receiving the N5 notice of termination.
23. JJ provided a detailed and consistent explanations of his interactions with the Tenant, as well as specifics on the nature of the complaints listed in the application. His testimony was supported by numerous exhibits submitted to the Board, including dated inspection records, photographs, text messages, documents, and prior warning letters. The Tenant did not deny all of the allegations made towards him, other than the unlawful parking; however, the Tenant acknowledged that there was an instance where he did unlawfully park one of his motor vehicles. Nevertheless, the detailed and consistent testimony of JJ demonstrates, on a balance of probabilities, that the Tenant substantially interfered as he had a history of unlawfully parking in spots he was unauthorized to use. There was also testimony provided by JJ that there were instances of the Tenant parking in authorized spots during the voiding period of the N5 notice. The Tenant also did not provide a plausible explanation as to alternative of his parking conduct, overcrowding the unit, or placing personal belongings in the common areas of the building.
24. As it relates to the issue of overcrowding, the testimony of JJ was again detailed and consistent. JJ testified that there were too many occupants for the unit, and this was again not challenged by the Tenant. The Tenant admitted that he and his family were living in the rental unit and the number of people that were alleged by JJ were confirmed. In addition, setting out the City of Toronto's occupancy standard, even with the measurements of the rental unit taken by the Tenant, this still does not equal the lawful amount of square footage for five people.
25. On a balance of probabilities, I find the Landlord's evidence to be internally consistent and well-supported by both documentary and oral corroboration. The Tenant's denial is general in nature, lacks specificity, and does not address or rebut key aspects of the Landlord's evidence.
26. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

27. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until June 30, 2026, pursuant to subsection 83(1)(b) of the Act.
28. The Landlord's Legal Representative testified that they were seeking a standard 11-day eviction order, but in the alternative, were amenable to delaying eviction by one or two months as the Tenant has a family with minor children.
29. The Tenant testified that he has three minor children, one of whom is a newborn baby. The Tenant's position was that they were seeking a dismissal of the application, and if I was satisfied that the allegations were proven, they asked that I exercise my discretion under s.83(2) of the Act to deny eviction. The Tenant's Legal Representative stated that the Tenant's children go to school nearby and it would be prejudicial for the family to have to move out of the area.
30. In these circumstances, I find it appropriate to delay the eviction for a short period to allow the Tenant time to secure new housing while his children finish the current school year.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after July 1, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026, at 4.00% annually on the balance outstanding.

June 4, 2026
Date Issued

Amit Gurpersaud
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on January 1, 2026, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.