



**Order under Section 16.1 of the
Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006**

RAHAL v 1888508 ONTARIO LTD, 2025 ONLTB 77829

Date: 2025-11-10

File Number: LTB-T-059091-25-IN

In the matter of: 402, 210 SIMCOE ST
TORONTO ON M5T0A9

Between: ABDULLAH AHMAD RAHAL Tenant

And

Edward Bulmer

Landlord

And

Grace Lee

Property Owner

I hereby certify this is a
true copy of an Order dated

Nov. 10, 2025

Landlord and Tenant Board

INTERIM ORDER

ABDULLAH AHMAD RAHAL (the 'Tenant') applied for an order determining that 1888508 ONTARIO LTD (the 'Landlord'):

- entered the rental unit illegally.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened, or interfered with the Tenant, and
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on October 2, 2025. The Tenant, the Tenant's Legal Representative, S. Harvey, the property owner Grace Lee, and her legal representative, J. Situ, the Landlord, Edward Bulmer, and his Legal Representative, S. Farrugia, attended the hearing.

On consent, 1888508 ONTARIO LTD is removed as a party to the application.

Grace Lee is added as a party to the application and is differentiated from the Landlord to reflect her status as the owner of the rental unit.

Determinations:

1. The tenancy agreement discloses the following:

- a. the Landlord is identified as 1888508 ONTARIO LTD
 - b. the term of one year commenced on July 1, 2025
 - c. in the Acknowledgement portion, the Landlord is identified as '*Grace Lee Operating as 1888508*'.
 - d. Edward Bulmer, who drafted the tenancy agreement, signed the Commission Trust Agreement portion as one '*Authorized to bind the Co-operating Brokerage*'
 - e. the lawful monthly rent is \$1,500.00, due on the first day of the month.
2. I considered the preliminary issue of who the Landlord is because the named Landlord requested to be removed as a party to the application. The Landlord argued that he is a real estate agent who prepared the agreement to lease but is not the Landlord and does not own the property
3. The Tenant opposed the request because the Landlord advertised the unit for rent, negotiated the rent amount with the Tenant, and gave him the keys to the unit.
4. There is no dispute that the Tenant is renting one room in the three-bedroom unit and paid to the Landlord, \$2,500.00 which the property owner declined to accept. The Landlord returned the payment to the Tenant.
5. The property owner, GL, stated that the named Landlord in the tenancy agreement does not exist and the address of the rental unit is wrong. GL has known the Landlord for a few years, but he was not her agent. He had the keys to the unit because he was carrying out maintenance. On July 1, 2025, after GL's agent rented the unit to a prospective Tenant, they realized the unit was occupied by the Tenant who obtained the keys from the Landlord.
6. The Landlord's testimony establishes the following:
 - a. he posted an ad online which the Tenant responded to.
 - b. the ad identified the Landlord as a seller and the unit is described as a shared unit.
 - c. he showed the unit to the Tenant on June 30, 2025, and gave him the keys on July 1, 2025.
 - d. he acquired the keys to the unit from a lockbox after obtaining permission from the property owner on MLS.
 - e. on July 2, 2025, he spoke with the property owner who rejected the Tenant's rental application because of alleged falsehoods in the application.
 - f. his requests for the Tenant to vacate the unit and return the keys were unsuccessful.
7. The Landlord also stated that he functioned as an agent for the Tenant and was not an agent of the property owner. The Landlord did not provide any documentary evidence to support his assertions that he was the Tenant's agent.
8. The property owner, who denied giving permission to the Landlord to rent the unit to the Tenant, argued for a dismissal because the LTB has no jurisdiction in this case.

Analysis

9. Section 1 of the *Residential Tenancies Act, 2006* ('the Act') provides that the purposes of this Act are to provide protection for residential tenants from unlawful rent increases and unlawful evictions, to establish a framework for the regulation of residential rents, to balance the rights and responsibilities of residential landlords and tenants and to provide for the adjudication of disputes and for other processes to informally resolve disputes.
10. In addition, section 3 (1) of the Act provides that the Act applies with respect to rental units in residential complexes, despite any other Act and despite any agreement or waiver to the contrary.
11. In this case, the Landlord argued that he was not acting as an agent of the property owner but had received the keys to the unit with the permission of the property owner. The property owner on the other hand stated that the Landlord had the keys because he conducted maintenance of the rental unit. Their testimony was also inconsistent as to when the property owner discovered the unit had been rented. I will not allow the inconsistencies to circumvent the LTB's jurisdiction in this matter or deprive the Tenant of the protections afforded by the Act. I am satisfied that the Landlord obtained the keys with the goal of showing the unit to prospective Tenants and renting it out.
12. Section 2 (1) of the Act defines a Landlord to include the owner of a rental unit or any other person who permits occupancy of a rental unit.
13. Given the evidence provided, I am satisfied that the named Landlord on July 1, 2025, entered into an agreement with the Tenant to rent the unit to him. In accordance with the agreement, the Tenant paid to him, \$2,500.00 for the first month's rent and a portion of the last month's rent deposit on July 1, 2025. In exchange, the Tenant received the keys to the unit. Pursuant to section 13 (1) of the Act and the agreement to lease, the term of the tenancy commenced on July 1, 2025.
14. The Landlord, although a real estate agent, acted as the Landlord in this case when he permitted occupancy of the rental unit. Hence, the request to remove him as a party to the application is denied.
15. Due to time constraints, the application was not heard on the merits but was adjourned to a date to be scheduled by the LTB.
16. The parties are directed to give to each other and to the LTB any evidence that relates to the application.

It is ordered that:

1. The hearing is adjourned to a date to be scheduled by the LTB.
2. The LTB will send the parties a Notice of Hearing for the next hearing date.
3. The parties shall give to each other and to the LTB any evidence that relates to the application **no later than seven days before the hearing**. This includes any documents, receipts, photographs, recordings or like things the party intends to rely on at the hearing.

4. The parties shall organize their documentary evidence in a single, consecutively numbered PDF file. The evidence must be readable and easily accessible.
5. Parties may give disclosed material to the LTB by uploading the material to the Tribunals Ontario Portal ('TOP'): [Tribunals Ontario Portal - Tribunals Ontario](#). Uploading material to TOP does not constitute disclosure to the other party unless the parties have agreed in writing to exchange documents via TOP.
6. Pursuant to Rule 19.7 a party who fails to comply with an order for disclosure may not be permitted to rely on evidence that is not properly disclosed.

November 10, 2025
Date Issued



Jitewa Edu
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.