



Order under Sections 9(2) and 31 Residential Tenancies Act, 2006

Citation: Ouertani v Tutala, 2025 ONLTB 80668

Date: 2025-10-21

File Number: LTB-T-026263-24_ LTB-L-041157-24

In the matter of: 15, 20 St Dennis Dr
Toronto ON M3C1E8

Between: Mohamed Khalil Ouertani Tenant

And

Imtiyaz Tutala Landlords
Umme Kulsum Koya

And

Toronto Community Housing Corporation Interested Party

Mohamed Khalil Ouertani (the 'Tenant') applied for an order determining that Imtiyaz Tutala and Umme Kulsum Koya (the 'Landlords'):

- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- did not give the Tenant 72 hours to remove their property from the rental unit or from some place close to the rental unit after the Sheriff evicted the Tenant.
- did not give the Tenant a written tenancy agreement for their care home unit or the agreement did not include information about care services and meals or the charges the Tenant agreed to pay for them (**the 'T2 application'**).

The Landlords applied for an order to determine whether the *Residential Tenancies Act, 2006* (the 'Act') applies (**the 'A1 application'**).

These applications were heard by videoconference on August 7, 2025, and October 14, 2025.

The Landlords, the Tenant and the Tenant's legal representative, Nabeel Hawandi, attended the hearing on August 7, 2025. The following people attended the hearing on October 14, 2025:

- the second named Landlord;
- the Landlords' legal representative, Daniel English;
- the Tenant;
- the Tenant's legal representative, Nabeel Hawandi; and
- the Interested Party's legal representative, Katarzyna Deptuch.

Determinations:

Background

1. The residential complex is a three-bedroom townhouse that is owned by the Interested Party, Toronto Community Housing ('TCHC'). TCHC is a social housing provider in the greater Toronto area.
2. In 2012, the second-named Landlord, 'UK', signed a lease agreement with TCHC to rent the townhouse and she lived there at that time along with her three children who are all under the age of 18.
3. There is some dispute regarding if/when UK's partner, 'IM', occupied the unit and there is some dispute regarding how long UK's children continued to occupy the unit until they moved to another community. UK is the only named tenant on the lease agreement with TCHC; the lease does not mention UK's partner, 'IM', and only names two of UK's children as occupants.¹ However, neither of these disputes are relevant to the issue before me regarding whether the Act applies.
4. There is no dispute that IM signed a "room rental agreement" with 'MO' on October 26, 2023. This agreement allowed MO to occupy one bedroom in the townhouse. IM also entered into similar agreements with at least two other men permitting them to occupy at least one other bedroom in the townhouse.
5. UK testified at the hearing that she was aware that these men were occupying bedrooms in the rental unit and she facilitated this "short-term rental" situation to provide some temporary financial assistance for herself and IM. UK says she believed this arrangement was permissible because her lease agreement with TCHC allowed her to have temporary guests renting rooms for up to three months.
6. However, as TCHC correctly pointed out at the hearing, there is no such provision in the lease agreement, and instead the agreement specifically prohibits UK from assigning or subletting any part of the rental unit to another person.² UK admitted at the hearing that she did not notify TCHC that she had entered into a "room rental agreement" with MO or either of the other two men. UK also admitted that she did not inform TCHC about the \$750.00 per month she collected in rent from MO.

The A1 Application

7. As MO has filed a T2 application against UK and IM, the first issue before me is whether the Act applies to that relationship. For the following reasons, I find that the Act does not apply.
8. I say this primarily because of the principles outlined in existing caselaw. In particular, *Peel Housing Corp. v. Tait*, [2004] O.R.H.T.D. No.18 (O.R.H.T) ('*Tait*') contains a very similar fact situation to the matter before me. In *Tait*, as in the matter before me, the Landlord was a social housing provider. The Landlord entered into a tenancy agreement with Ontario

¹ TCHC Evidence package, pages 2 and 3

² TCHC Evidence Package, page 4

Works (the 'tenant') who then entered an occupancy agreement with Julie Tait. The Landlord asked the Board for a determination that there was no landlord and tenant relationship between the Landlord and Julie Tait, and the Act therefore did not apply. The Board agreed that the Act did not apply to the relationship between Peel Regional Housing and Julie Tait. The Board also found that the Act did not apply to the relationship between Ontario Works and Julie Tait.

9. In the matter before me, I recognize that the relationship between TCHC and MO is not the primary issue. However, establishing the nature of this relationship it is a good starting point for my analysis. Also, while I recognize that I am not bound by the *Tait* decision, I agree with its reasoning and I note that its findings are applicable to the case before me. I would also note that the findings in *Tait* are consistent with the Divisional Court's findings in *Tremblay v. Ogunfeibo*, 2019 ONSC 7423.
10. Regarding the relationship between TCHC and MO, the Board in *Tait* makes several relevant findings. For example,

There is no contractual agreement made between the Landlord and Julie Tait...there is no privity of contract between the Landlord and Julie Tait who occupies the rental unit pursuant to the Occupancy Agreement made between herself and the Tenant.³

...

The definition of "tenant" pursuant to subsection 1(1)(a) of the Act includes a person who pays rent in return for the right to occupy a rental unit.

It is the Tenant not the Landlord who is permitting occupancy of the rental unit to Julie Tait and Julie Tait does not pay rent to the Landlord for the purpose of occupancy.

Accordingly, **pursuant to the Act the Landlord is not a landlord with regard to Julie Tait's occupancy of the rental unit and Julie Tait is not a tenant of the Landlord and therefore the Act does not apply.**⁴ [Emphasis added]

11. This finding is applicable to the case before me because there is no contractual agreement between TCHC and MO. The contract MO signed was with IM and, by extension, with UK. This means there is no landlord and tenant relationship between TCHC and MO. MO is not a tenant of TCHC and therefore the Act does not apply to that relationship.
12. Next, the Board in *Tait* goes on to make determinations regarding the relationship between the tenant, Ontario Works, and Julie Tait. The Board says,

The definition of "landlord" pursuant to subsection 1(1)(a) of the Act includes the owner of a rental unit or any other person who permits occupancy of a rental unit,

³ *Peel Housing Corp. v. Tait* [2004] O.R.H.T.D. No.18 (O.R.H.T.) ('*Tait*'), paragraph 8:1

⁴ *Tait*, paragraphs 8:5, 8:6, 8:7

OTHER THAN a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit.

The definition of “tenant” pursuant to subsection 1(1)(a) of the Act includes a person who pays rent in return for the **right to occupy a rental unit**.

Accordingly, in order to be a tenant under the Act, **occupation does not necessarily mean physical occupation but rather the right to occupy a rental unit**. Therefore a person... **who never physically occupies a rental unit** but pays rent to the Landlord for the right to occupy the rental unit is a tenant pursuant to the Act.

Therefore the Tenant being a person, as defined by the Act, paying rent for the right to occupy the rental unit is a tenant who occupies a rental unit and is permitting another person to occupy the rental unit and accordingly cannot, by the definition of landlord pursuant to the Act, be considered to be the landlord of the occupant (Julie Tait) as tenant.

Accordingly, I find that by the definition of Landlord in the Act, the Tenant is not a landlord to Julie Tait as an occupant of the rental unit and therefore the Act does not apply.⁵ [Emphasis added]

13. These findings are directly applicable to the case before me. UK is paying rent to TCHC for the right to occupy the townhouse. This means that UK is a tenant and, by definition, cannot be a landlord.
14. Although UK provided very inconsistent testimony on both hearing days regarding whether she or IM actually occupy the rental unit, their actual occupation is irrelevant. UK admitted several times at the hearing that she entered into a tenancy agreement with TCHC, she is listed as the sole “tenant” on that lease and she continues to pay rent to TCHC for the right to occupy the townhouse. This means that UK is a tenant and therefore cannot be considered the landlord of the occupant, MO.
15. Furthermore, the lease agreement between TCHC and UK specifically prohibits UK from subletting or re-renting any portion of the leased premises. This prohibition means that any person UK or IM may have permitted to live in the rental unit are unauthorized occupants and not their tenants.
16. I would also observe that it is irrelevant who signed the “room rental agreements” on behalf of UK. While it appears that perhaps UK delegated the management of the rental unit to IM, it is UK who is the named tenant on the lease with TCHC and it is UK who is responsible for paying rent and managing who she allows to live in the rental unit. UK cannot absolve herself of responsibility by authorizing IM to sign “room rental agreements” with MO and the other men. UK is the only tenant listed on the lease agreement and she is responsible for all activities that go on inside the residential complex.

⁵ *Tait*, paragraphs 9:8, 9:9, 9:10, 9:11, 9:12

17. As neither UK nor IM can be considered “landlords”, I find that there is no landlord and tenant relationship between them and MO. This means that the Act does not apply to the relationship between UK, IM and MO.

The T2 Application

18. As the Act does not apply to this relationship, the Board has no jurisdiction to hear MO’s T2 application as against UK and IM. This means the T2 application must be dismissed for lack of jurisdiction. However, MO is free to pursue legal action against UK and IM in a court of competent jurisdiction.

It is ordered that:

1. The Act does not apply.
2. The T2 application is dismissed for lack of jurisdiction.

January 16, 2026
Date Issued

Laura Hartsliel
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.