



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Nazir v Qureshi, 2026 ONLTB 5709

Date: 2026-01-19

File Number: LTB-L-073192-25-RV

In the matter of: 69, 3189 Bastedo Common
Burlington ON L7M0H4

Between: Salman Nazir Landlord

And

Farah Qureshi Tenants
Rehan Qureshi
Zain Muhammad Qureshi

Review Order

Salman Nazir (the 'Landlord') applied for an order to terminate the tenancy and evict Farah Qureshi, Rehan Qureshi and Zain Muhammad Qureshi (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-073192-25 issued on November 17, 2025. The hearing was held on November 12, 2025 and the Landlord and the Tenant Zain Qureshi (ZQ) attended.

On December 16, 2025, the Tenant ZQ requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 17, 2025, interim order LTB-L-073192-25-RV-IN was issued, staying the portion of the order concerning the payment of arrears. The balance of the order remained in full force and effect.

The review request was heard by videoconference on January 14, 2026.

The Landlord and the Tenant ZQ attended the hearing.

The Tenant declined to speak with Tenant Duty Counsel.

Determinations:

The Review Request

1. In the review request, the Tenant ZQ stated the order has a serious error where Rehan Qureshi (RQ) has been named a Tenant party. He said that RQ is his father and at the onset of the tenancy it was made clear to the Landlord that RQ would be a guarantor and not a Tenant.

Issue to be Determined

2. At the review hearing, ZQ sought to have the Landlord's application dismissed based on misrepresentation by the Landlord. For clarity, the review request filed with the Board seeks to review the portion of the order related to RQ as guarantor and not Tenant.
3. As explained at the hearing, the December 17, 2025 interim order sets out the only issue to be determined is a finding related to RQ as guarantor not Tenant and to remove him from the order accordingly. There were no other issues raised in the review request. As such, it would be unfair to add new grounds of review at the review hearing. The Tenant's request to include other issues was denied.
4. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

The Role of Rehan Qureshi

5. The Tenant said when they met with the Landlord to discuss the tenancy sometime around December 2023, it was made clear that both he and his mother Farah Qureshi would be residing at the rental unit as Tenants and his father RQ lives abroad and visits from time to time.
6. It was the testimony of ZQ that on January 9, 2024, he and his mother signed the OREA Agreement to Lease as Tenants and RQ signed as guarantor. The tenancy commenced February 1, 2024. Then around January 30, 2024, the Landlord provided the Standard Form Lease where RQ was identified as a Tenant, not guarantor. There is no dispute that all parties signed the lease.
7. ZQ believes that the Landlord used coercive means to manipulate the lease to change the role of RQ. They signed the lease without further inquiry as it was a busy time with moving. RQ believed the OREA agreement should be binding as the Landlord accepted the terms and rent, including the last month deposit. The Tenant said that his father never consented to be added as a Tenant.
8. The Landlord takes the position that it is standard practice to use the OREA agreement at the initial stages of any tenancy inquiry. The information provided then allows the Landlord to vet the applicants and take any further steps before entering into a lease.
9. The Landlord said he did his due diligence and discovered that the income from ZQ and his mother was insufficient to cover the rent. When he spoke with RQ, he told the Landlord to add him to the lease to cover any rent shortfalls. The Landlord believed that RQ did

travel but also resided at the rental unit as indicated on various pieces of mail that went to the rental unit for RQ. He then prepared the Standard Form Lease where RQ was added as a Tenant and all three Tenant parties signed the lease.

10. Based on the evidence before the Board and on a balance of probabilities, I find that RQ is properly named as a Tenant. While ZQ may have believed the OREA agreement should be considered the lease agreement, I disagree.
11. I accept the Landlord's position that the OREA agreement allows a Landlord to gather and investigate tenant candidates. In this case, the Landlord discovered the income shortfall and addressed it with RQ. I found the Landlord's testimony to be consistent and logical and find no reason to doubt the truthfulness of his statements.
12. The Tenants did not have to accept the addition of RQ as Tenant in the Standard Form Lease but chose to sign the document without further inquiry. The fact that the Tenants prefer the arrangement made in the OREA agreement does not nullify the agreement they willingly signed. There was no evidence before me to suggest the Tenant were coerced by the Landlord to sign the lease. I therefore accept that Landlord's version of events that it was RQ who requested to be added as a Tenant party, not guarantor.

Adverse Inference

13. RQ did not attend the original hearing on November 12, 2025 nor this review hearing. It is RQ who wishes to be removed as a Tenant party.
14. The Tenant said that his Dad was abroad, the hour is late and he has limited technical ability.
15. In my view the Tenant did not offer any reasonable explanation for the absence of his father. That individual is a material witness uniquely placed to provide necessary evidence on the Tenants' position that he is a guarantor, not a Tenant. I found that the most natural inference is that the said individual did not testify because his testimony would have been adverse to the interest of the Tenants. Based on the specifics of this case, in my view RQ should have been expected to attend the hearing(s).
16. In commenting on the doctrine of adverse inference, the Ontario Court of Appeal in its decision in *Parris v. Laidley*, 2012 ONCA 755 (CanLII), stated:

Drawing adverse inferences from failure to produce evidence is discretionary. The inference should not be drawn unless it is warranted in all the circumstances. What is required is a case specific inquiry into the circumstances including, but not only, whether there was a legitimate explanation for calling the witness, whether the witness was within the exclusive control of the party against whom the adverse inference is sought to be drawn, or equally available to both parties and whether the witness has key evidence to provide or is the best person to provide the evidence in issue.

17. In *The Law of Evidence in Canada*, 4th ed. by Lederman, Bryant and Fuerst, the test for an adverse inference is described as follows:

In civil cases, an unfavourable inference can be drawn when, in the absence of an explanation, a party litigant does not testify or fails to provide affidavit evidence on an application, or fails to call a witness who would have knowledge of the facts and would be assumed to be willing to assist that party. In the same vein, an adverse inference may be drawn against a party who does not call a material witness over whom he or she has exclusive control and does not explain it away. Such failure amounts to an implied admission that the evidence of the absent witness would be contrary to the party's case or at least would not support it.

18. In the present case, the witness who was not called by the Tenant is the person the Tenant claims to be the guarantor. In my view, the failure of RQ to attend the hearing or for ZQ to call such a material witness, can only indicate that such evidence would not have been favourable to the Tenant, and therefore, I am drawing an adverse inference.
19. For the reasons stated, I prefer the Landlord's evidence that RQ requested to be added to the lease agreement as a means of securing the tenancy. The Tenants signed the lease agreement.
20. Having found that RQ is appropriately named as a Tenant, I cannot find the order contains a serious error or an error occurred in the proceeding. The Tenants' review request is denied.

It is ordered that:

1. The request to review order LTB-L-073192-25 issued on November 17, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on is cancelled. The stay of order LTB-L-073192-25 is lifted immediately.

January 19, 2026
Date Issued

Dana Wren
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.