



Order under Section 69 Residential Tenancies Act, 2006

Citation: Amin v Muftaudeen Odunola, 2026 ONLTB 1515

Date: 2026-02-04

File Number: LTB-L-079665-25

In the matter of: BASEMENT, 4636 DUNEDIN CRES
MISSISSAUGA ON L5R 1M2

Between: Tanveer Amin Landlord

and

Mariam Muftaudeen Odunola Tenant

Tanveer Amin (the 'Landlord') applied for an order to terminate the tenancy and evict Mariam Muftaudeen Odunola (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

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 December 18, 2025.

The Landlord's agent Zain Tanveer, the Landlord's legal representative Ze Hao Liu and the Tenant attended the hearing.

Determinations:

1. The Landlord applies to terminate the tenancy alleging the Tenant falsified her application materials, engaged in aggressive communication containing false allegations and encroached on a neighbour's property. The allegations are contained in identical N6 and N7 Notices of Termination that plead the Tenant's conduct constitutes illegal acts, has seriously impaired the safety of another person in the residential complex and has substantially interfered with the Landlord's reasonable enjoyment of the residential complex and with the Landlord's lawful rights, privileges and interests. They do not specify which laws or laws have been broken.

Falsified application materials

2. The Tenant admits she paid someone on the internet to fabricate a job letter and a pay stub to help her apply for this tenancy. She claims she did this because the Landlord's son told her to, stating the Landlord would not otherwise accept her application. After the tenancy had started and the Tenant was already in possession, the Landlord discovered correspondence from a social assistance agency addressed to the Tenant. Only then did he check the Tenant's references to learn she was not employed by the company identified on her falsified materials. He now says he would have declined the Tenant's application if she'd been truthful about her status as a recipient of social assistance.
3. Landlords are free, within the bounds of the *Human Rights Code*, to scrutinize application materials submitted by prospective tenants before agreeing to a tenancy. This Board resolves disputes between landlords and tenants. It is not concerned with what occurred before that relationship began and it is not concerned with conduct that did not occur on the residential complex.
4. This portion of the application must be dismissed because it discloses no reasonable cause of action.

Aggressive Communication

5. The Landlord alleges that the Tenant spoke to the Landlord aggressively and made false accusations against him. The notices of termination do not plead which law has been broken in relation to this course of unwelcome communication or how this communication has impaired anyone's safety. I gather the Landlord feels it has amounted to substantial interference with his reasonable enjoyment of the residential complex and with his lawful rights, interests, or privileges.
6. The Tenant denies any inappropriate communication.
7. The Landlord attempted to paint a picture of a troublesome and aggressive tenant. He relied on a 23-second video showing a fragment of a conversation in which the Tenant is heard off-camera speaking loudly in an agitated tone. I was told this exchange was instigated by a dispute about the shared dryer. The tone of the conversation is unpleasant to be sure but I am unable to find that it substantially interferes with any of the Landlord's rights or seriously impairs anyone's safety.
8. The Landlord presented no other recordings, and he did not testify. His agent spoke of frequent unpleasant interactions with the Tenant. He showed me text messages sent by the Tenant containing seemingly outlandish accusations that are also combative in tone. These appear to stem from an assortment of disputes, involving the shared laundry, delivery of rent cheques, parking, broken promises of rent refunds, noise, knocking too loudly, among other things.
9. The Landlord's agent testified that the Tenant has also made inflammatory accusations against the Landlord which I am prepared to accept because the Tenant made similar accusations at the hearing all with a view to showing that it is the Landlord who is interfering with her enjoyment of the rental unit. I do not intend to repeat the myriad allegations hurled at the Landlord. It is enough for me to observe that they would be deeply disturbing to anyone who feels they are being wrongly accused.

10. However, I am not prepared to accept that the course of communication alone demonstrates substantial interference. All it proves is that the parties seem to have a very distrustful relationship with hurt feelings on both sides. It is not for me to determine the truth or otherwise of the Tenant's allegations against the Landlord because that is not the subject of this application. I do not find the Tenant's manner of communicating rises to the level of substantial interference, or that it seriously impairs anyone's safety.
11. I find this claim must be dismissed because it has not been proven on a balance of probabilities.

Encroachment on the neighbour's property

12. The Landlord has proven on a balance of probabilities that on August 31, 2025 the Tenant placed her clothing on a neighbour's lawn because the Tenant admitted it. She testified that she was not aware of the boundaries of the yard and has since stopped the offending conduct.
13. The Landlord's agent testified that the Tenant continues to disrespect the limits of the neighbour's property. He filed a video showing the Tenant or a guest of the Tenant taking a shortcut across the neighbour's driveway. The Tenant agrees she should not be doing that.
14. The Landlord submits that the Tenant's continued disregard for the neighbour's property has soured his relationship with the neighbours who, according to his son's testimony, no longer greet him as warmly as they once did. He showed me the neighbour's messages complaining about encroachments on his property. The Landlord feels that if the Tenant doesn't stop her encroachments, the neighbour will take legal action against him although he presented no proof that this was a probable risk.
15. This claim must be dismissed because I find whatever interference there may have been with the Landlord's lawful rights, interests, or privileges was trivial and cannot be characterized as a substantial.

Unpleaded claims

16. The Landlord led evidence of a great many other perceived wrongs such as misuse of the dryer, that the Tenant runs a home-based business, has too many guests, etc. These allegations, even if proven, are incapable of sustaining termination because they are not contained in the notices of termination.

17. In summary, I find that the application must be dismissed because that portion of the Tenant's conduct that has been pleaded and proven, viewed in isolation or in the aggregate, does not rise to the level of substantial interference or seriously impair the safety of anyone on the residential complex.
18. For the avoidance of doubt, the Board does not condone this conduct and the Tenant should not take the outcome of this application as vindication of her actions. If they persist, the Tenant can expect to be faced with further, properly pleaded process for termination.
19. The second-named respondent who is a minor will be removed on consent as they are not a necessary party to these proceedings.

It is ordered that:

1. The application and the style of cause are amended to remove the second-named respondent.
2. The application is dismissed.

February 4, 2026

Date Issued

Nersi Makki

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.