



Order under Section 100 Residential Tenancies Act, 2006

Citation: 1000831699 Ontario Inc v Razik, 2026 ONLTB 11409

Date: 2026-02-04

File Number: LTB-L-038236-25

In the matter of: 1801, 65 Thorncliffe Park Drive
East York ON M4H1L2

Between: 1000831699 Ontario Inc Landlord

And

Fathima Azmiya Razik Tenant

And

Unknown Unknown Unauthorized Occupants

1000831699 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy of Fathima Azmiya Razik (the 'Tenant') and evict (the 'Unauthorized Occupants') because the Tenant transferred occupancy of the rental unit to the Unauthorized Occupant without the Landlord's consent. The Landlord also applied for compensation by the Unauthorized Occupant for the use of the rental unit.

This application was heard by videoconference on December 4, 2025.

The Landlord's agent, Jennifer Ireland, the Landlord's legal representative, Victoria Zarif, the Tenant and the Tenant's legal representative, Paul Balram, attended the hearing.

Determinations:

1. At the onset of the hearing the Tenant requested an adjournment on the basis that they just recently retained a legal representative and requested more time to submit documentary evidence. They submit that they only became aware of the hearing five days before the scheduled hearing. They further submit that they did not have time to read all of the documents to support the Landlord's application with a defence. Plus, they also required an interpreter to understand the proceedings. Also, because there was staffing issues at the legal clinic and therefore, they did not have enough time to prepare for the hearing as the representative was only just retained on November 28, 2025.
2. The Landlord was opposed to the adjournment on the basis that they were fully prepared to proceed because the application was filed on May 2, 2025 and the Notice of Hearing

was mailed to the Tenant at the rental unit address on October 31, 2025 and therefore they submit the Tenant had plenty of time to prepare and obtain a legal representative, however, they were not diligent in obtaining a representative and that should not be a reason to prejudice the Landlord's ability to proceed with the hearing.

3. Additionally, the Landlord submits that the Tenant knew about the hearing and waited until moment before the hearing to obtain a legal representative even though they submitted a doctor's note dated November 26, 2025 before they retained their representative.
4. In reply, the Tenant's legal representative submits that the Tenant was also not served evidence on time as the email documents sent went to the Tenant's former spouse's email and it was not forwarded to the Tenant until November 28th, hence the delay in obtaining a representative. Additionally, they submit that they were on a limited scope retainer for the only reason to request an adjournment and otherwise they were not prepared to proceed.
5. The Landlord submits that they sent their evidence the email address on file with them and it is not their fault that the Tenant has failed to update the Landlord's records to provide a valid email address. Their evidence was sent on November 26th in accordance with the rules, at least 7 days before the scheduled hearing.
6. After taking submissions from both parties, I denied the adjournment as I was not satisfied that the Tenant was diligent in seeking legal counsel in advance of the hearing and they had adequate time to submit evidence since the Notice of Hearing was mailed to the rental unit address to the Tenant on October 31st. Meaning that the hearing notice is deemed served on November 5, 2025. The Tenant failed to otherwise explain why they waited three weeks before the hearing until seeking out a legal representative.
7. The same request was made to the LTB by the Tenant's legal representative and was denied by endorsement dated December 1, 2025. There was no request for any accommodation regarding translation services. A party to a proceeding is expected to provide their own translation services unless they make a request to the LTB in advance of the hearing and meet certain financial criteria. The Tenant made no such request.
8. On this basis, the matter was stood down until 10:40am and then again until 12:32pm so that the Tenant could get the support of a Tamil interpreter for the hearing and so that their legal representative could take some time to prepare accordingly.

Landlord's Evidence

9. The Landlord's agent and property manager, Jennifer Ireland (JI) testified that on March 7, 2025 she received a call from the unit owner stating that they suspected that the Tenant was not living in the unit and that they had transferred their tenancy to someone else without the Landlord's consent. On this basis, JI began an investigation to determine whether or not the Tenant was still living in the unit. On her days at work, she would visit the unit several times a day and although she sometimes hear someone inside, nobody would come to open the door to speak with her. On April 8, 2025 she sent the file to the legal department to start the A2 application.
10. JI testified that she continued investigating at different times including 9am on Mondays and around 3:30pm on Thursday because she was informed there were children in the unit

that may be coming home at that time and she hoped to catch someone home to speak to them. Nobody would answer the door. As a result, on May 2, 2025 they instructed their legal representative to file the A2 application.

11. After the application was filed, she continued to attend the unit and on November 26, 2025 she finally received an answer at the door between 9:20am-9:30am. She spoke with a child that answered the door and asked for a parent that may be home. The child closed the door and a man came to the door. When asked for identification, he closed the door briefly and then returned with his driver's licence and identified himself as Mohamed Rashmin Shareef, Mohamed Uwais (MRS). When JI asked this person if he knew who she was, he said yes and that he had been trying to avoid speaking with her [Miss. Ireland].
12. JI then explained to this person that there is an A2 application filed for an unauthorized sublease and that he is an unauthorized occupant and to have the lease holder contact JI the same day. He informed JI that it would take about 6-7 hours as she lives in Ottawa. JI then ended her interaction with the gentleman.
13. Approximately 6.5 hours later, a lady came into the office [the Tenant] and started an argument with JI as she had no idea who JI was, just that she was management because she was in managements office. In response, JI stated that she is the property manager of two years, and the Tenant then replied, "no, you're not". JI then went on to explain to the Tenant that they would work with them to return the unit as JI suggested that she was no longer living in the unit. The Tenant replied that she pays the rent here and then used English profanity and stormed out of the office. After this interaction, JI requested that all communication from the Tenant be in email or in writing.
14. The following day (November 27th), the Unauthorized Occupant, MRS, came down to the rental office. They came to inquire about how to become a legal tenant and rent their own unit. They apologized for any wrongdoing and that he would agree to vacate the unit. They further indicated to JI that he had been residing in the unit for at least the past 12 months and was trying to stay under her radar because he was aware of the Landlord working on clearing out unauthorized occupants in the building.
15. Additionally, JI submits that on November 26th when the Tenant attended the management office that there were also two other staff present for the Landlord and they confirmed that they had not seen the Tenant for the two years that they have worked there either.
16. JI did a credit check on the Tenant on October 8, 2025 to see what addresses were listed for the Tenant and they found the current address listed as 1040 Capreol Street in Orleans, Ontario, which is near Ottawa. The Equifax report shows that this has been the Tenants address since 2022 and 2022 was also the last time the Tenant updated their contact information with the Landlord.

Tenant's Evidence

17. The Tenant's states that they have lived continuously at the rental unit since 2009. She moved into the unit with her husband and two children and then another child was born during her tenancy.

18. The Tenant explained that she had applied for a Walmart credit card in 2022 while she was visiting her husband in Ottawa trying to reconcile her relationship and just used her husband's address to fill out the credit application at the time and has not applied for credit since. Under cross examination the Tenant first stated that she was not asked for photo identification at the time of applying and when questioned further could not quite remember what was required to apply.
19. The Tenant further submits that she receives her ODSP stubs at the rental unit address and she pays her rent online.
20. When asked who the person was that was inside the rental unit on November 26th the Tenant stated it is her cousin that sometimes comes to visit and play with her children and at times stays with her and has meals with her.
21. The Tenant further submits that she was not feeling well and had an appointment on November 26th and that is the reason she came into the office later that day and not because she was in Ottawa as JI speculated. That she must have been out running errands at the time that JI came knocking on the door.
22. The Tenant further submits that she does know JI and that she has met her when the need arises in the management office several times. However, under cross examination the Tenant then stated that she did not know her and that she was just asked to write her issue down on paper when she attended the management office. She then changed her testimony again and said she just writes a note on paper and slides it through the office window. She changed her testimony again to state that sometimes it is her son that slides a note through the office window.
23. When asked how often she visits her husband in Ottawa, she first stated that it was often and then stated that it was when the need arises. When pressed further, the Tenant then stated she has friends in Ottawa and visits her husband from her friend's place and does not stay there.
24. The Tenant then stated that her children attend school in Scarborough and that they have always gone to school there. When asked about the travel to school from East York to Scarborough from the rental unit, the Tenant then admitted that her children live with their father most of the time in Scarborough. When asked further, the Tenant stated that the kids shuffle between both of them.
25. When asked if she was living with her cousin and small children in the rental unit, she then stated that she sometimes has disagreements with her husband and so the kids go and stay with him in Scarborough. Under redirect the Tenant then stated that her ex-husband had moved back to Scarborough approximately 2-3 years prior and then could not recall if it was in 2023 or 2024 that he moved back there. She then went on to state that her children are usually with her ex-husband and that they study from there and come to visit her at the rental unit.
26. The Tenant's testimony regarding the whereabouts of her children and the whereabouts of her husband were contradictory. First, the Tenant submits her children reside with her and take public transportation to get to school and her cousin attends regularly to play with them at the rental unit. She stated her husband lives in Ottawa where she applied for a

Walmart credit card in 2022 and she visits on occasion, only to later admit that he lives in Scarborough and that her children reside with him most of the time and only visit her at the rental unit.

27. The Tenant's evidence did not withstand scrutiny under cross examination, and she failed to provide any supporting documentation of her residing at the unit despite having the opportunity to do so since she admitted she received Notice of the hearing in early November.
28. Additionally, if what the Tenant was saying was true about her cousin's visits on a regular basis to play with her 9-year, 17-year and 26-year-old children, then I draw a negative inference from her not calling her cousin to testify at the hearing about his relationship with the Tenant, her children and the rental unit occupancy if this was the case.
29. The Landlord's evidence on the other hand did withstand the scrutiny of cross examination and I prefer their evidence over the Tenant's evidence regarding the occupancy of the unit on a balance of probabilities. For instance, I accept that what they are saying is true regarding their visit to the unit on November 26th where the Tenant's alleged cousin came to the door and admitted to having been avoiding JI and that that he has resided in the unit with his small children for at least twelve months' prior without the Tenant. I do not believe the Tenant has resided in the unit and instead transferred occupancy of the unit to this other person.
30. On a balance of probabilities, I find that the Tenant transferred the occupancy of the rental unit to the Unauthorized Occupants in a manner that was not authorized by the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord did not enter into a tenancy agreement with this person.
31. The Unauthorized Occupant was in possession of the rental unit on the date the application was filed.
32. The application was filed within 60 days after the Landlord discovered the unauthorized occupancy.
33. The Landlord withdrew their claim for daily compensation as the rent was up to date as of the hearing date.
34. The Landlord incurred costs of \$201.00 for filing the application and are entitled to reimbursement of those costs. I find that the Tenant should be paying the application filing fee.

Section 83 Considerations

35. 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 February 28, 2026 pursuant to subsection 83(1)(b) of the Act.
36. The Landlord sought a standard 11-day eviction order; however, I find that giving the Tenant additional time to remove their Unauthorized Occupant and any remaining belongings to be appropriate. Their children do not reside with them at the rental unit and

have housing elsewhere, which is also likely the case for the Tenant. Any further time I find would be prejudicial to the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated.
2. The Unauthorized Occupants shall move out of the rental unit on or before February 28, 2026.
3. If the unit is not vacated by February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (the Sheriff), so that the eviction may be enforced.
4. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord after March 1, 2026.
5. The Tenant shall pay the Landlord \$201.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing by February 28, 2026 they will owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% on the outstanding balance.

February 4, 2026
Date Issued

Terri van Huisstede
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 expires on September 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.