



MAR 03, 2026

**Order under Section 69
Residential Tenancies Act, 2006**

Citation: Smycorp Investments Inc.(2862538 Ontario Inc.) v Bouanani, 2026 ONLTB 14973

Date: 2026-03-03

File Number: LTB-L-057218-23

In the matter of: 1, 187 LAKESHORE RD E
OAKVILLE ON L6J1H5

Between: Smycorp Investments Inc.(2862538 Ontario Inc.) Landlord

And

Ali Bouanani Tenants
Bouchema Aka (Yasmine Bouchema) Yasmine

Smycorp Investments Inc.(2862538 Ontario Inc.) (the 'Landlord') applied for an order to terminate the tenancy and evict Ali Bouanani and Bouchema Aka (Yasmine Bouchema) Yasmine (the 'Tenants') because:

- the Tenants or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

At the first hearing held on January 30, 2025, the Landlord's Legal Representative, George Brown, the Tenants Legal Representative, Narainsamy Appasawmy, and the Tenants attended the hearing. The Landlord's witness, Anis Bouchema (AB), and Jane McGhee (JM), the Property Manager, also attended the hearing and testified for the Landlord.

At the second hearing held on October 31, 2025, the Landlord's Legal Representative, Irina Karyakina, the Tenant's Legal Representative, Narainsamy Appasawmy, and the first named Tenant attended the hearing.

At the third hearing held on February 13, 2026, the Landlord's Legal Representative, Irina Karyakina, the Tenant's Legal Representative, Narainsamy Appasawmy, and the Tenants attended the hearing.

Determinations:

1. The application is about an alleged assault that occurred at the residential complex on June 24, 2023, between the first named Tenant and AB. AB is the cousin of the second named Tenant.
2. For the reasons that follow and based on the evidence and submissions before the Board, we are not satisfied that an illegal act occurred in the residential complex. Therefore, the application shall be dismissed.

PRELIMINARY ISSUES

The Location of the Incident Occurred on the Residential Complex

3. During the first hearing, we raised a preliminary issue to establish if the alleged illegal act occurred on the residential complex.
4. The residential complex comprises of two separate tenants who occupy units on the top floor. On the main floor, there are two commercial businesses. This is a mixed-use building with parking in the rear of the building. We were satisfied that the incident occurred in the rear parking area of the building which is included in the definition of the residential complex as defined in section 2(1) of the *Residential Tenancies Act, 2006* (the 'Act'). Therefore, the Board has jurisdiction to proceed with the application.

Adjournment Granted at the Second Hearing

5. At the second hearing, the Tenant's Legal Representative requested an adjournment due to a medical concern with the second named Tenant. The Landlord consented to the adjournment. Therefore, as this request was on consent of both parties, the adjournment request is granted.

Landlord's Request for FLS Translation of Documents Denied

6. During the second hearing, the Landlord's Legal Representative requested that the evidence and documents as submitted by the Tenant be translated from French to English at the expense of the Board. The request is denied for the reasons that follow.
7. Generally, the Tribunal does not translate the parties' documents because there are already procedural fairness protections in place for bilingual proceedings before the Tribunal. The Tribunal offers a procedure with procedural fairness protections in a so-called bilingual proceeding, i.e., in English and French, ensuring that the translation of the parties' documents is not necessary for a fair, equitable, and expeditious process.
8. The Tribunal's general rule regarding the translation of documents in a bilingual proceeding is set out in section 4.6 of the Tribunal's *FLS Policy*. The Tribunal specifies

that it does not translate the parties' documents as a rule, but may direct a party to translate a document, or choose to translate it at its own expense, where the need is demonstrated to respect procedural equity. The Tribunal considered the procedural fairness of its proceedings when developing its *FLS Policy*.

9. Section 4.6 of the *FLS Policy* provides that as a general rule, the judicial bodies of Tribunals Ontario do not translate documents submitted by a client, but they may decide to translate certain documents or order a party to translate certain documents at their own expense if they consider it necessary to decide the case fairly.
10. Section 4.6 of the *FLS Policy* confirms that the Tribunal may make an exception to this rule at its discretion if "it is necessary to decide the matter fairly." It is up to the party in the proceeding requesting the translation to justify the need for an exception to the general rule. The Tribunal may decide to enforce the general rule or, in exceptional circumstances, order that the translation be done by a party or have certain documents translated by the Tribunal at its expense.
11. In this case, the Landlord's Legal Representative offered no explanation to demonstrate there are exceptional circumstances as to why there was a need for the documents and evidence to be translated. The Landlord simply requested the Board translate the evidence in French with no other submissions offered. Therefore, I see no basis demonstrating the need for translation to ensure procedural fairness in this proceeding. The applicant will be able to interact with the Tribunal's proceedings at any time through the procedure set out in the *FLS Policy*. The applicant may obtain translation services, if necessary, if she so wishes. However, it would be her choice to do so, and at her own expense.

N6 Notice of Termination (N6 Notice)

12. On July 17, 2023, the Landlord served the N6 Notice personally with a date of termination of August 7, 2023. The N6 Notice alleges that on June 24, 2023 at approximately 1:00 p.m., the first named Tenant committed an illegal act by way of assaulting AB. AB and his mother Vejla Loucit are commercial tenants who run an ice cream store on the main floor of the residential complex. Vejla Loucit is the Aunt of the second named Tenant, and therefore AB is the cousin of the second named Tenant. I am satisfied that the N6 Notice was properly served and complied with section 61 of the Act.
13. The Tenant was in possession of the rental unit on the date the application was filed.

Testimony of AB

14. AB has an allocated parking spot in the rear of the residential complex. On June 24, 2023, AB was driving with a friend to attend the residential complex and was about to park in his parking spot but was unable to because it was blocked. AB noticed a large metal post erected in the middle of his parking spot with a sign that said the parking spot was for the residential tenants located in unit A and B.
15. AB then got out of his vehicle and tried to remove the sign from the parking spot so he could park there. At this point, the first named Tenant came out of his rental unit and

began yelling and screaming. AB was attempting to remove the sign when the first named Tenant jumped him from behind and put him in a choke hold. AB tried to push him away and eventually got out of the choke hold and ran out to where his car was parked in the public parking area across from the residential complex parking.

16. The police were subsequently called and attended the scene. AB indicated that the police told AB to continue to park at his parking spot and to avoid talking to the first named Tenant. AB testified that the police were not going to lay any criminal charges due to the familial relationship between all the parties.
17. AB says that as he was running away from the incident, he had an asthma attack and needed to use his puffer due to the stress and anxiety of the incident. AB indicates since the incident he fears going to work. AB has had to be on medication to cope with the incident and has utilized mental health services because of it. AB says he was diagnosed with PTSD due to the incident.

Testimony of the First Named Tenant

18. The first named Tenant testified he used to work at the ice cream place until December 2022 as there was a family fall out. The first named Tenant does not deny placing a post with a parking sign to not park in that area on the date in question. The first named Tenant says there is a parking issue because his rental unit is located on the second floor of the residential complex, and when he walks down the stairs, there is no safe passage for him and his family to depart/access because often the vehicles are parked right up against the stairs leaving little to no way around the parked vehicles.
19. The first named Tenant says he saw AB walk up to the parking spot and he went outside to talk to him. The first named Tenant says AB was on his phone and was ignoring him, but that he told him to stop blocking his walkway. The first named Tenant says he was holding the sign when AB took it away from his own hand and threw it onto the adjacent property. At that point AB left to go in the store and the first named Tenant went back in his rental unit. The first named Tenant denies any physical altercation ever took place.
20. The first named Tenant says that he is frustrated in dealing with the commercial tenants and parking in front of his stairway, obstructing access to his rental unit. The first named Tenant admits up until the first hearing, he did not mention any parking problem with the property manager. However since the first hearing, he has brought up parking issues with the property manager as it is still ongoing.
21. The first named Tenant says that there are no issues with any other tenants in the rental complex nor with the property manager. The issue lies with the parking and blocking access to his rental unit. The first named Tenant advises there has not been any further altercations with AB since that incident however the parking issue still remains.

Testimony of the Second Named Tenant

22. The first and the second named Tenants are husband and wife. The second named Tenant advises on the date in question, she was looking out the window and observed her husband talking to AB about the parking issue and AB was ignoring him. The first

named Tenant was holding the sign and AB took it out of his hands and threw it away. The second named Tenant did not see any physical assault.

Analysis

27. Section 61(1) of the Act states:

“A landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act

.....

in the rental unit or the residential complex.”

28. Section 265(1) of the Criminal Code provides:

265 (1) A person commits an assault when

(a) without the consent of another person, he applies force intentionally to that other person, directly or indirectly;

(b) he attempts or threatens, by an act or a gesture, to apply force to another person, if he has, or causes that other person to believe on reasonable grounds that he has, present ability to effect his purpose; or

(c) while openly wearing or carrying a weapon or an imitation thereof, he accosts or impedes another person or begs.

29. Interpretation Guideline 9: Evict for an Illegal Act or Business states:

The term "illegal" is not defined in the RTA but would include a serious violation of a federal, provincial or municipal law. If the illegality is trivial or technical, the act or business or occupation might not be considered serious enough to warrant eviction.

An illegal act will be serious if it has the potential to affect the character of the premises or to disturb the reasonable enjoyment of the landlord or other tenants. The seriousness of this ground can be seen in the fact that there is no opportunity in section 61 for the tenant to avoid termination by rectifying the illegal act.”

23. On any application before the Board the applicant bears the burden of proof. In this instance, that means the Landlord must lead sufficient evidence to establish on a balance of probabilities that the Tenant assaulted AB and has therefore committed an illegal act which is an offence under the *Criminal Code*.

24. The first named Tenant does not deny placing a sign in the parking spot of AB because he was frustrated with being blocked in and that the parking issue has caused an unsafe passageway. The first named Tenant should not have taken it upon himself to deal with the parking issue, just as AB should also not be blocking or obstructing access to the Tenants rental unit.
25. AB says the first named Tenant assaulted him by placing him in a choke hold. The first named Tenant denies assaulting him. The second named Tenant says she observed the incident and did not witness an assault take place.
26. Where I am left with two versions of events I have to assess the credibility of the witnesses. Both the first named Tenant and AB appear to be credible witnesses, although I believe that AB has exaggerated his injuries. AB says he suffered mental, physical, and psychological anguish over the incident but failed to provide any medical evidence substantiating this claim. Although police were called, there was no police report submitted.
27. The witness is the wife of the first named Tenant, and although she indicated she did not see an assault take place, her view of the incident was through a window and she testified she could not see everything through the window. Therefore, I do not find the testimony of the second named Tenant credible.
28. The problem that occurs here is that the evidence is essentially equal but opposite. Absent corroboration or an adverse credibility finding, this means the Landlord has failed to meet the evidentiary burden of proof. The first named Tenant may have assaulted AB, but he may also not have. There is not enough evidence in front of us to establish that an assault took place. Therefore, the application must be dismissed.
29. Notwithstanding that the Landlord has not proven the grounds for eviction, there clearly remains an issue with safe access to the rental unit where vehicles are blocking the Tenants pathway preventing and obstructing access to their rental unit. Should the parking issue remain unsafe and unresolved for the Tenants, the Tenants can bring their own application to the Board to address the issue.
30. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
31. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Landlord's application is dismissed.

March 3, 2026

Date Issued

Paula West Oreskovich

Member, Landlord and Tenant Board

March 3, 2026

Date Issued

Robert Patchett

Vice President, 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.