



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-097826-25

In the matter of: 3810, 2200 Lake Shore Blvd W
Toronto ON M8V1A4

Between: Zhengrong Xiao Landlord

And

Anna Agius Tenant

Zhengrong Xiao (the 'Landlord') applied for an order to terminate the tenancy and evict Anna Agius (the 'Tenant') because:

- the number of persons living in the unit on a continuing basis is more than permitted by health, safety or housing standards.

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 February 25, 2026.

The Landlord, the Tenant's Legal Representative, Jimmy Gangadin, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On November 6, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination alleges that the number of persons occupying the rental unit on a continuing basis contravenes health, safety, or housing standards required by law.
4. The Landlord testified that the rental unit is a two-bedroom apartment in a condominium building and that the condominium rules require each unit to be occupied only as a single-

family residence. The Landlord testified that since 2021 the Tenant has rented a bedroom to a roommate and that the building management office did not have the roommate's information registered. The Landlord further testified that on November 6, 2025, the Tenant advised that a roommate continued to live in the unit and share living costs. The Landlord testified that the Tenant and the roommate are not related and submitted that this arrangement contravenes the condominium rules. The Landlord also submitted an email from building management dated November 10, 2025, stating that the office did not have the roommate's registration information. The Landlord also submitted a copy of the condominium rules for Toronto Standard Condominium Corporation No. 2471.

5. The Tenant testified that she has had the same roommate since 2021 and that the Landlord was aware of this arrangement. The Tenant testified that she cannot afford the rent on her own and requires a roommate to share costs. The Tenant also relied on evidence that the Landlord communicated with the roommate and, in an email dated April 3, 2024, permitted the roommate, Liz, to stay in the unit as the Tenant's guest. The Tenant testified that neither the building nor the Landlord raised any health or safety concern about the roommate's presence before this application.
6. Subsection 67(1) of the *Residential Tenancies Act, 2006* (the 'Act') permits a landlord to give a notice of termination if the number of persons occupying the rental unit on a continuing basis result in a contravention of health, safety, or housing standards required by law. To establish a breach of subsection 67(1), the Landlord must prove that the number of occupants violates an applicable health, safety, or housing standard, such as an occupancy by law.
7. This means that, in order to contravene this portion of the Act, the Tenant must have too many people living in the unit such that it violates a city occupancy by-law or other health and safety legislation.
8. The Landlord relied on the condominium rules for Toronto Standard Condominium Corporation No. 2471. The Landlord pointed to a provision stating that a unit shall not be occupied for any purpose other than as a private single-family residence. The same rule defines "*single family*" to include two or more unrelated persons living together to pool their resources and reduce their cost of living, provided their collective intention is to live together. On the evidence before me, the Tenant and the roommate live together to share living costs. I therefore do not find that their arrangement contravenes the condominium rule as filed.
9. The email from building management dated November 10, 2025, confirms only that the roommate's information was not registered with the office. It does not identify any health, safety, or housing standard that is being contravened, and it does not establish that the number of occupants in the unit violates any applicable legal standard. The Landlord's evidence establishes only that an additional occupant resides in the unit and that the roommate was not named in the written tenancy agreement. That, on its own, is not a contravention of health, safety, or housing standards required by law.
10. For these reasons, I am not satisfied that the Tenant breached subsection 67(1) of the Act. The Landlord's application shall be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 4, 2026
Date Issued

Joy Xiao
Member, Landlord and Tenant Board

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