



Order under Section 31 Residential Tenancies Act, 2006

Citation: Soni v Yonge Pleasant Holdings Ltd., 2026 ONLTB 24100

Date: 2026-03-25

File Number: LTB-T-092456-24

In the matter of: 2103, 40 Pleasant Blvd
Toronto ON M4T1J9

Between: Jay Nayan kumar Soni Occupant

And

Yonge Pleasant Holdings Ltd. Landlord

Jay Nayan kumar Soni (the 'Occupant') applied for an order determining that Yonge Pleasant Holdings Ltd. (the 'Landlord'):

- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- did not give the Tenant a written tenancy agreement for their care home unit or the agreement did not include information about care services and meals and / or the charges the Tenant agreed to pay for them.

This application was heard by videoconference on March 18, 2026.

The Occupant (JS), and the Landlord's legal representative, Brittney-Rose Ward, attended the hearing.

Determinations:

1. This is not a care home, but it does concern the rental unit as identified. The rental unit is in a multi-residential building and the applicant before the Board is an Occupant of the rental unit and not a Tenant of the rental unit based on the following findings.
2. The Tenant of the rental unit is Amir Iqbal as found under LTB-L-007151-25 issued on June 2, 2025 and also identified in their T2 application under LTB-T-018632-25.
3. The Occupant was living in the rental unit at the invitation of the Tenant as evidenced by the email correspondence between the Tenant, the Occupant and the Landlord starting on or about August 7, 2024 and August 12, 2024. The Tenant had permitted the Occupant to stay in their rental unit while they were away in Pakistan caring for their ailing mother. The evidence before me was that the Tenant intended to return to the rental unit after caring for their mother, however, there was no certain date of return as of early November of 2024.

4. On August 26, 2024 the Occupant confirmed with the Landlord by email that they would be paying the rent for the month of August and September for the Tenant as discussed. After correcting the issue on the draft regarding the proper naming of the Landlord, the draft was accepted by the Landlord in September of 2024 for two months rent. The Occupant also paid the rent on behalf of the Tenant for October of 2024.
5. According to the Occupant's evidence, the Tenant approved for them to stay in their unit for a temporary period because they left for Pakistan to care for their ailing mother and the Occupant was willing to pay the ongoing rent while the Tenant was away. I also accept that there were discussions privy to the Tenant and the Occupant about sharing the rental unit upon the Tenants return from Pakistan.
6. However, on or about October 21, 2024 based on the Occupants email correspondence evidence, it was suggested that the Occupant would be taking over the Tenant's lease and replacing them as the Tenant to which the Landlord would not agree and rather made references to being possibly approved as a subtenant pending their application to the Landlord and signatures of the named leaseholder Tenants.
7. On November 7, 2024 the Landlord denied the Occupants request for a lease take-over and notes that they are now an unauthorized occupant of the unit and must vacate the rental unit immediately. The Occupant vacated the rental unit shortly thereafter in November of 2024.
8. The Landlord submits that there is no Landlord and Tenant relationship between the Occupant and the Landlord and therefore the Occupant has no standing before the Board to make a T2 Application. The Landlord motions that the application be dismissed on this basis as the *Residential Tenancies Act, 2006* (the 'Act') does not apply to this relationship.
9. It is also worth noting that the Tenant did eventually moved back into the rental unit on February 24, 2025 as per the L1 application order stating the same under LTB-L-007181-25 issued June 2, 2025.
10. I agree with the Landlord for the following reasons:
11. The evidence before me establishes that JB was not a tenant, or a subtenant as defined by the Act.
12. Section 2(1) of the Act defines the following:
 1. "tenant" includes a person who pays rent in return for the right to occupy a rental unit...
 2. "subtenant" means the person to whom a tenant gives the right under section 97 to occupy a rental unit.
13. Section 97(1) of the Act stats that a tenant may sublet a rental unit to another person with the consent of the landlord.
14. A true sublet for the purposes of section 97 of the Act is when there is a clear period of time in which the proposed subtenant is to occupy the rental unit which includes an end date of their occupancy based on a tenants date of return to the rental unit. It cannot be

said that a true subtenancy exists if there is no defined end date. For example, subsection 97(5) of the Act states that a subtenant has no right to occupy the rental unit after the end of the subtenancy. Also, with a subtenancy, the head tenant remains liable to the landlord for their obligations under their lease (subsection 97(4)). The reason the end date is important is because the Act specifically contemplates what happens when a subtenancy ends and the subtenant refuses to vacate the rental unit. In such a case the Tenant may apply to the LTB to evict the subtenant and claim compensation for unpaid rent and other specific charges (section 99 of the Act).

15. An assignment of the rental unit on the other hand is a complete taking over of the lease. A true assignment is where a tenant requests and receives consent from the Landlord to transfer their leasehold interests to another person. This in essence relinquishes a tenant's rights to the unit after the assignment and the new tenant takes over the lease with the landlord.
16. In accordance with subsection 202(1) of the Act, in making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so, (a) may disregard the outward form of a transaction or the separate corporate existence of participants; and (b) **may have regard to the pattern of activities relating to the residential complex or the rental unit.** (Emphasis added)
17. The Board's Interpretation Guideline 21 titled "Landlords, Tenants, Occupants and Residential Tenancies" states in part:

There is no definition of "occupant" in the RTA.

For the purposes of proceedings at the LTB, an "occupant" may be considered to be a person who is not a tenant but who lives in a rental unit as their principal place of residence. An occupant may be authorized or unauthorized depending on the facts of each case...

If a tenant does not vacate the rental unit but allows another person to live in the rental unit with them, a sublet is not created within the meaning of the Act. In such a case there is no landlord and tenant relationship between the tenant and that person or between that person and the landlord. In that case, no consent of the landlord is required and the other person is a roommate of the tenant and/or an occupant of the tenant's rental unit.

A tenant can allow people to occupy the rental unit with the tenant but the tenant cannot subdivide the rental unit into more than one rental unit. For example, if a tenant rents an entire home, the tenant may permit a person to live in and have exclusive use of the basement of that home, however, the home, including the basement, remains the rental unit. That person would be a roommate of the tenant or an occupant of the rental unit and **the roommate/occupant has no protection under the Act**.... (Emphasis Added)

18. Section 98(1) states that a tenant or former tenant of a rental unit may apply to the Board for an order determining that the landlord has arbitrarily or unreasonably withheld consent to the assignment or sublet of a rental unit to a potential assignee or subtenant.

19. It is clear based on the pattern of activities that the Occupant is not a Tenant. They were not approved for the lease-take over as an assignment. They paid the rent on behalf of the Tenant and not as a tenant of the rental unit based on the evidence before me.
20. Additionally, even though the Occupant was given their own parking spot and parking ticket by the Landlord, this does not make them a Tenant for the purposes of the Act. There was never an agreement or consent from the Landlord to assign the tenancy to the Occupant. In fact, this request was explicitly declined by the Landlord based on the email correspondence on November 7, 2024.
21. It appears based on the email correspondence that the Tenants intentions of the rental unit were unclear and so were the intentions of the Occupant. They were unclear on which date that the Tenant would return to the rental unit to maintain full time occupancy or whether they were assigning the totality of their lease to the Occupant. I would not find it to be unreasonable for the Landlord to decline the Occupants application in this respect because of the uncertain intentions of the Tenant and the miscommunications regarding the intended use of the unit by the Occupant and the Tenant. More specifically, whether it was in fact a request to sublet the unit or a request to assign the unit.
22. Even if it were the actual Tenant that filed this T2 application, it would also likely fail on the basis that the true substance of the application is about an allegation that the Landlord arbitrarily or unreasonably refused to allow the assignment or sublet of the rental unit to another person. In this regard, the proper application would be an A2 application pursuant to subsection 98(1) of the Act and not a T2 application pursuant to subsection 29(1) of the Act.
23. Since I find that the Act does not apply to the relationship between the Occupant and the Landlord, the application must be dismissed.

It is ordered that:

1. The T2 Application is dismissed.

March 25, 2026
Date Issued

Terri van Huisstede
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.