



Order under Section 135 Residential Tenancies Act, 2006

Citation: Slattery v Amzallag, 2026 ONLTB 26821

Date: 2026-03-31

File Number: LTB-T-063424-25

In the matter of: E7, 1475 KING ST W
TORONTO ON M6K1J4

Between: Nicole Jean Slattery Tenant
Patrick Hubbard

And

Zachary Amzallag Landlord

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Nicole Jean Slattery and Patrick Hubbard (the 'Tenant') applied for an order determining that Zachary Amzallag (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 23, 2026.

The Landlord Zachary Amzallag ('ZA') and the Tenants Nicole Jean Slattery and Patrick Hubbard ('PH') attended the hearing.

Determinations:

Preliminary Issues:

LTB jurisdiction

1. At the hearing, Patrick Hubbard ('PH'), testifying on behalf of the tenants submitted that they responded to a rental ad posted on Kijiji and Craigslist by Zachary Amzallag ('ZA') with the rental unit being available on November 1, 2024, for rent of \$1,595.00 and a term of 2 years with possibility of renewal.
2. The Tenants moved in on or about November 1, 2024, they received an N1 form a Notice of Rent Increase as addressed to ('ZA') under the door of the rental unit which outlined a rent increase to \$1,075.47 effective November 1, 2025. The notice outlined Zachary

Amzallag as the Tenant and 2686250 Ontario Inc. as the Landlord. The Tenants submitted that it was at that point that they realized that in the sublet agreement as entered into with ('ZA'), they were paying \$545.76 per month more than ('ZA's) lease agreement with "Golden Equity," the primary landlord and filed their application with the Board for a claim of the excess rent that they submit ('ZA') collected illegally.

3. The Tenants submitted an unsigned "Residential Subtenancy Lease Agreement" DOC-6109977 which outlined that the lease was entered into on or about September 13, 2024. The lease agreement outlined the parties as follows:

*"Sublandlord: Zachary B. Amzallag (hereinafter referred to as the "Sublandlord")
Subtenants: Nicole Slattery and partner (hereinafter referred to as the "Subtenants")*

*WHEREAS the Sublandlord is a tenant of Golden Equity (the "Primary Landlord")
for the property described herein, and wishes to sublet said property to the
Subtenants"*

4. The Tenant's have since been in contact with the owner of the property, *Golden Equity* and became aware that (ZA) entered into an unlawful sublet with the Tenants.
5. It was not disputed that (ZA) did not seek the approval of *Golden Equity* to enter into the sublet agreement. In his submission, while outlining *Golden Equity* as a party to the unsigned agreement, he said that he had been living at the property since 2015 and that his original lease was with another landlord entity, prior to when Golden Equity acquired the residential complex and therefore, he thought he had discretion.

Analysis

6. Regarding subletting, 97 (1) of the *Residential Tenancies Act, 2006* (the 'Act') outlines that **a tenant may sublet a rental unit to another person with the consent of the landlord.**
7. Subsection 97(4) of the *Residential Tenancies Act, 2006* (the 'Act') describes the consequences of subletting as:

If a tenant has sublet a rental unit to another person,

(a) the tenant remains entitled to the benefits, and is liable to the landlord for the breaches, of the tenant's obligations under the tenancy agreement or this Act during the subtenancy; and

(b) the subtenant is entitled to the benefits, and is liable to the tenant for the breaches, of the subtenant's obligations under the subletting agreement or this Act during the subtenancy.

8. Further, s.135(1) provides that a tenant or former tenant may apply to the Board for an order where the Landlord and/or superintendent has collected or retained money in contravention of the Act.

9. Section 135(3) states that:

(3) A subtenant may apply to the Board for an order under subsection (1) as if the subtenant were the tenant and the tenant were the landlord.

10. In the case before me, there is no dispute that the rental agreement as entered into between ('ZA') and the Tenants was not a lawful subtenancy pursuant to s. 97 of the Act.

11. Based on the evidence before me, the lawful Landlord is *Golden Equity*. Further, as there is no existence of a valid subtenancy agreement as entered into between ('ZA') and the Tenants, the Board does not have jurisdiction to address the matter.

12. As I have found that the Board does not have jurisdiction to address the matter, the application must be dismissed.

13. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant's application is dismissed.

March 31, 2026
Date Issued

Alicia Johnson
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.