



Order under Section 69 Residential Tenancies Act, 2006

Citation: DeSouza v Mohamed Nasser, 2026 ONLTB 27586

Date: 2026-04-08

File Number: LTB-L-103276-25

In the matter of: Basement Room 1, 32 PINTAIL CRES
NORTH YORK ON M3A2Y7

Between: Mohan DeSouza Landlord

And

Mohamed Irshad Mohamed Nasser Tenant

Mohan DeSouza (the 'Landlord') applied for an order to terminate the tenancy and evict Mohamed Irshad Mohamed Nasser (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

This application was heard by videoconference on March 31, 2026. The Landlord and the Tenant, represented by Luis Mayorga, and the Tenant's witness, Gregory Keefe, attended the hearing.

Determinations:

1. For the following reasons, the Landlord's application is dismissed.
2. The L2 application before the Board is premised on a first and second N5 notice of termination ('N5'). The allegations are that the Tenant did not void the second N5 notice because the Tenant did not provide evidence of having a valid, up-to-date tenant's insurance policy.
3. The Public Guardian and Trustee (the 'PGT') is appointed to deal with all matters related to the Tenant's financial and legal affairs. Correspondence, dated December 19, 2025, addressed to the Landlord which indicates the PGT has "full authority" to deal with the Tenant's legal and financial affairs. The correspondence also indicates that the Tenant has Tenant's insurance with "Wynward Insurance Group" and includes a policy number (Doc-7608930, Pgs. 3-4). Also submitted was a computer printout showing the Tenant was, at all material times, covered by this policy during his tenancy (Doc-7608930, Pg 6).

4. The Landlord takes issue with the statement in the letter that the PGT has a “blanket insurance policy.” He explained that he was employed in the insurance industry for 20 years, and there would simply not be a blanket insurance policy. He agreed; however, that he had never personally dealt with an insurance claim where the claimant was either a Crown Corporation or an individual who’s legal and financial affairs are governed by the PGT.
5. The standard of proof in proceedings before this Board is “proof on a balance of probabilities.” By that standard, the party bearing the burden of proof must show with evidence that, “more likely than not”, their assertions are true. Where, the evidence of the opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged.
6. In my view, the Tenant has demonstrated that he is, in fact, insured by way of the correspondence sent from the Ministry of the Attorney General to the Landlord. The Landlord asserts that it is not possible that there is a blanket insurance policy. However, the Landlord did provide any evidence, beyond his oral statements, that this is the case. I accept the Landlord may have worked in the industry for many years, but the Landlord admits he has not dealt with matters where an individual’s affairs are controlled by the PGT or even a situation where the Crown was involved.
7. I also accept the Tenant’s documentary evidence which shows that the Tenant has been insured throughout the tenancy. I note the correspondence also states that provided the Tenant continues to be a client of the PGT, the coverage will continue to be in effect.
8. In my view, the Landlord did not meet his onus of proof on a balance of probabilities, that the Tenant is not insured. Although the presentation of the insurance information may be unusual, or at the very least in a format that the Landlord has not seen before, I am not persuaded that this makes it false. The correspondence notes an insurer’s name and policy number and itemizes the coverage and deductible. Further, the Landlord did not call witnesses or provide any additional evidence which could corroborate his oral statement that this documentation does not suffice for the purposes of insurance.
9. Given that the Tenant was insured, the Landlord’s claim cannot be successful.

It is ordered that:

1. The Landlord’s application is dismissed.

April 8, 2026

Date Issued

Jane Dean

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.