



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2362418 Ontario Inc. v Zaidi, 2026 ONLTB 30344

Date: 2026-04-17

File Number: LTB-L-105189-25

In the matter of: 3, 3051 LAKE SHORE BLVD W
ETOBICOKE ON M8V1K5

Between: 2362418 Ontario Inc. Landlord

And

Syeda Fareeha Zaidi Tenant

2362418 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Syeda Fareeha Zaidi (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;
- the Tenant 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.

This application was heard by videoconference on March 11, 2026.

The Landlord's agents, Jaezy Piecuch, Krystyna Piecuch and Jerzy Piecuch attended the hearing. Moinka Bar attended to assist the Landlord with English translation. The Landlord was represented at the hearing by Marc Goldgrub.

The Tenant and their representative, Damian Cordaie, attended the hearing.

Determinations:

1. On November 7, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
2. The first N5 Notice alleges that the Tenant substantially interfered with the reasonable enjoyment of the residential complex by allowing unauthorized occupants to reside in the

unit and by failing to comply with lease terms. The N5 notice also alleges the Tenant has not carried the requisite liability insurance in accordance with the tenancy agreement.

3. On December 10, 2025, the Landlord gave the Tenant a second N5 notice of termination. The second notice of termination alleges an unlawful occupant still resides in the rental unit.
4. On December 2, 2025, the Landlord gave the Tenant an N6 notice of termination. The N6 notice alleges that the Tenant has committed an illegal act, specifically fraud, by not residing in the rental unit but using the rental unit to collect social assistance benefits even though the Tenant does not live in the Province of Ontario.

Landlord's Evidence

5. The Landlord submits the Tenant is no longer genuinely residing in the rental unit and has instead permitted others to occupy it on a long-term basis without consent, contrary to the lease.
6. The Landlord relies on a prior Board order LTB-L-027302-24, issued October 21, 2024, in which the Tenant indicated she would return to Ontario after completing work contracts and asserts that this did not occur.
7. The Landlord's evidence includes inspection findings showing an unknown male occupant living in the unit, with personal belongings such as clothing and toiletries present throughout the space, and only one sleeping area in use.
8. The Landlord also relies on personal observations indicating that the Tenant rarely attends at the unit, while the occupant appears to reside there consistently.
9. In addition, the Landlord points to the discovery of mail from the Ministry of Children, Community and Social Services addressed to the Tenant at the unit, and submits that this, combined with the Tenant's limited physical presence in Ontario, supports the conclusion that the Tenant is misrepresenting her residency in order to obtain social assistance.
10. On this basis, the Landlord alleges that the Tenant is committing fraud both against the government and the Landlord and submits that the tenancy is being improperly maintained for that purpose.

Tenant's Evidence

11. The Tenant submits that she has remained the lawful tenant of the unit at all times and has never transferred possession or sublet the premises.
12. She acknowledges that she is frequently away from the unit due to work and significant personal circumstances, including caring for her ill mother in Alberta and assisting friends, but maintains that the rental unit remains her primary home.
13. The Tenant states that she continues to retain keys, keeps all of her belongings in the unit, receives her mail there, and returns regularly, even if intermittently.

14. She admits that she allowed a family friend to stay in the unit while she was away but asserts that this individual is a guest or house-sitter who does not pay rent and is present with her permission only. She denies any financial benefit or subletting arrangement.
15. With respect to the allegation of fraud, the Tenant states that she reports all income to government authorities, receives benefits only as permitted, and has not misrepresented her residency.

Analysis – Occupant Living in the Rental Unit

16. The Tenant's evidence contained several inconsistencies that were raised during cross-examination and go to the issue of credibility. Most notably, the Tenant previously testified in an earlier proceeding that she would advise the Landlord when she was away from the unit; however, she admitted at this hearing that she did not, in fact, notify the Landlord of her absences.
17. There were also inconsistencies in her description of the occupancy of the unit, including initial confusion about how many individuals had stayed there and the timeline of when the current occupant resided in the unit. In addition, the Tenant's characterization of the long-term occupant as a casual guest was difficult to reconcile with her own evidence that the individual had lived in the unit continuously for approximately 11 months.
18. There were also inconsistencies in her description of the occupancy of the unit, including initial confusion about how many individuals had stayed there and the timeline of when the current occupant resided in the unit. In addition, the Tenant's characterization of the long-term occupant as a casual guest was difficult to reconcile with her own evidence that the individual had lived in the unit continuously for approximately 11 months.
19. Given the Tenant's inconsistent testimony, I find the Tenant has an occupant residing in the rental unit and has lived there for an extended period time.
20. The Landlord submits that this constitutes a breach of the tenancy agreement (DOC 7490986, p. 9, para. 3), which provides that "except for casual guests, no other persons shall occupy the premises without the written consent of the Landlord," and argues that this amounts to substantial interference with the Landlord's lawful interests in the rental unit. I do not agree.
21. It is well established that a tenant does not require the landlord's consent to permit an occupant to reside in the rental unit. *Interpretation Guideline 21* says that a person may reside in a rental unit as an occupant or roommate, with or without the landlord's consent, provided the tenant also resides in the unit.
22. While not binding, I find Interpretation Guideline 21 to be persuasive in the circumstances. In addition, section 22 of the Act provides that a landlord shall not substantially interfere with a tenant's reasonable enjoyment of the rental unit. In my view, a tenant's ability to invite and accommodate guests or occupants of their choosing is a fundamental aspect of that reasonable enjoyment.

23. Accordingly, any attempt by a landlord to restrict or control a tenant's guests through a tenancy agreement is inconsistent with the Act absent concerns such as overcrowding, safety, or substantial interference with others.
24. In Order LTB-L-027302-24, the Board found that the Tenant did not give up control of the rental unit and therefore did not transfer occupancy to another person. Despite the Tenant's inconsistent testimony in this hearing regarding the amount of time she spends in the unit, she continues to pay rent and receive mail at the rental unit.
25. Accordingly, I am satisfied that she remains a tenant within the meaning of section 2 of the Act and is entitled to have guests or occupants in the unit. This portion of the Landlord's application is therefore dismissed.

Analysis – Illegal Act

26. With respect to the allegation of fraud set out in the N6 notice of termination, I find that there is insufficient evidence to support this claim.
27. The Landlord's position is that the Tenant is no longer a resident of Ontario and is improperly maintaining the tenancy in order to receive social assistance benefits. However, this allegation is based largely on inference and speculation rather than direct evidence.
28. The Landlord relies on the presence of government mail addressed to the Tenant, observations that the Tenant is frequently absent from the unit, and a belief that she primarily resides outside the province. However, the Landlord acknowledged that he did not open the mail, does not know its contents, and did not contact any government authority to verify whether the Tenant was receiving benefits or doing so improperly.
29. Even if the Landlord's allegations were accepted, I am not satisfied that the alleged conduct constitutes an illegal act within the meaning of the Act. As set out in *Interpretation Guideline 9*, the term "illegal" is not defined in the Act but generally refers to a serious violation of federal, provincial, or municipal law. Where the alleged illegality is trivial or technical in nature, it may not be sufficiently serious to justify eviction.
30. The Divisional Court has confirmed in *Swansea Village Co-operative v. Balcerzak* that an illegal act will be considered serious where it has the potential to affect the character of the premises or to disturb the reasonable enjoyment of the landlord or other tenants.
31. In this case, the allegation that the Tenant is unlawfully receiving social assistance has no direct impact on the Landlord or other tenants in the residential complex. Moreover, the Landlord did not take steps to report the matter to police or the relevant government ministry, which suggests that the alleged conduct did not significantly affect the Landlord's interests.
32. While the Tenant's testimony on this issue was inconsistent, I find that, despite those inconsistencies, the Landlord has not satisfied me on a balance of probabilities that the Tenant's conduct amounts to an illegal act. Accordingly, this portion of the application is dismissed.

Analysis – Insurance

33. Finally, with respect to the insurance the Tenant provided a document that purports that insurance to be in place (DOC 7490997). However, when I review this document it appears the insurance expired December 1, 2025. Given the Tenant's unreliable testimony I am not satisfied the Tenant currently has in place in accordance with the lease agreement.
34. Finally, with respect to the insurance, the Tenant provided a document that purports to show that insurance is in place (DOC 7490997). However, upon review, the document appears to indicate that the coverage expired on December 1, 2025. Given the concerns regarding the reliability of the Tenant's evidence, I am not satisfied that the Tenant currently maintains insurance in accordance with the tenancy agreement.
35. That said, I do not find that termination of the tenancy is warranted. The Tenant has resided in the unit since 2019 and has consistently paid rent. There is no evidence of damage, safety concerns, or interference with other tenants. In the circumstances, I find termination of the tenancy would be a disproportionate remedy for what is a relatively minor breach. The Tenant shall ensure that the required insurance is in place and shall provide proof of such coverage to the Landlord by May 1, 2026
36. I agree with the Landlord that the Landlord needs an actual copy of the policy, and not just a cover letter, to confirm the correct coverage. It is expected that the coverage remains in place for the duration of the tenancy.
37. I agree with the Landlord that an actual copy of the insurance policy, rather than a summary or cover letter, is required to confirm the appropriate coverage. The Tenant is expected to maintain such coverage for the duration of the tenancy.
38. I have considered all of the disclosed circumstances of the Act and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
39. Given the Landlord's partial success on the application, the Landlord is entitled to reimbursement of the \$186.00 filing fee.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall, on or before May 1, 2026, provide the Landlord with:
 - a. Proof of valid tenant liability insurance coverage in accordance with the tenancy agreement; and
 - b. A copy of the insurance policy (not merely a certificate or summary) confirming the coverage.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the

4. The Tenant shall pay to the Landlord \$186.00 which represents the cost to file the application
5. If the Tenant does not pay the Landlord the full amount owing on or before April 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 29, 2026 at 4.00% annually on the balance outstanding.

April 17, 2026
Date Issued

Bryan Delorenzi
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.