



Order under Section 100 Residential Tenancies Act, 2006

Citation: Las Flores Non-Profit Housing Corp v Ferreira, 2026 ONLTB 28777

Date: 2026-04-09

File Number: LTB-L-089867-25

In the matter of: 210, 10 Dora Avenue
Toronto On M6H4J2

Between: Las Flores Non-Profit Housing Corp Landlord

And

Michelle Soeiro Ferreira Tenant

And

Gabriel De Abreu Ferreira Unauthorized Occupant

Las Flores Non-Profit Housing Corp (the 'Landlord') applied for an order to terminate the tenancy of Michelle Soeiro Ferreira (the 'Tenant') and evict Gabriel De Abreu Ferreira (the 'Unauthorized Occupant') because the Tenant transferred occupancy of the rental unit to the Unauthorized Occupant without the Landlord's consent. The Landlord also applied for compensation by the Unauthorized Occupant for the use of the rental unit.

This application was heard by videoconference on March 30, 2026.

The Landlord's agent Fernanco Valladares, the Landlord's legal representative, Roman Komarov, the Tenant, the alleged Unauthorized Occupant, and the Tenant's legal representative, Esrah Akasha, attended the hearing. Also in attendance was the Landlord's witness, Alena Sedlakova.

Determinations:

1. For the following reasons, I am not satisfied on a balance of probabilities that Tenant transferred the occupancy of the rental unit to the Unauthorized Occupant in a manner that was not authorized by the *Residential Tenancies Act, 2006* (the 'Act').

History of the tenancy

2. The Residential Complex is a Designated Housing Project included in schedule 33 of O. Reg. 368/11 under the *Housing Services Act, 2011*; therefore, the exemptions related to social housing outlined in section 7(1) of the *Residential Tenancies Act, 2006* (the 'Act') apply.

3. It was undisputed that the Tenant and the Tenant's husband, Gleidson Guerra Damasceno (GGD) entered into a lease agreement with the Landlord on October 29, 2020. The lease agreement submitted stated that the authorized occupants of the rental unit were the Tenant's minor child, and the Tenant's nephew, Gabriel De Abreu Ferreira (GDF). The parties agreed that GDF was added as an occupant to the lease agreement around the summer of 2024.
4. It was further undisputed that on June 20, 2025, the Tenant sent an email to the Landlord requesting a "new contract" for the rental unit that would remove her husband and replace him with GDF as a tenant. On June 23, 2025, the Landlord responded to the Tenant advising that they require GGD's written request to be removed and that they also require GDF's personal information. The Landlord attached an application for GDF to complete. The email from the Landlord stated that when they had the information requested, they "will prepare a new lease you and Gabriel will have to sign".
5. On June 24, 2025, the Landlord received a written request from the Tenant's husband, GGD, to remove himself from the lease and to add GDF. No further reasons or explanations were provided to the Landlord for this requested change.
6. The Landlord received GDF's completed application and supporting documents and subsequently drafted a new lease agreement with the Tenant and GDF as joint Tenants. This lease agreement was signed by all parties on June 24, 2025. The commencement date of the new lease agreement was July 1, 2025.

Evidence

7. The Landlord's witness, Alena Sedlakova (AS) has been the Landlord's property administrator for the past 6 years.
8. AS testified that she never had discussions with the Tenant regarding the reason for the request to change the lease agreement but that she assumed it was because the Tenant and her husband were having marital troubles and were separating. AS testified she assumed this because the Tenant's brother who also lives in the Residential complex told her this information.
9. AS stated that during the month of July 2025, she witnessed most of the furniture from the unit was being moved out. AS became suspicious as to why all the furniture was being moved if the Tenant was still intending to live in the rental unit. The Landlord's witness was then provided with information from others living in the Residential Complex that the Tenant moved out of the unit because she had purchased a condominium in Mississauga with her husband.
10. Based on her observations, and on the information she was provided, AS authored a letter to the Tenant dated August 1, 2025, stating that due to misleading information, the lease agreement dated July 1, 2025 for the rental unit was void *ad initio* (invalid from the very beginning). The letter further advises that GDF's tenancy cannot be approved. The first paragraph of the letter states as follows:

It has come to our attention that you provided our office with misleading information when requested to remove your husband, Gleidson Guerra Damasceno as a lease holder and instead add an occupant of your unit – your nephew, Gabriel De Abreu Ferreira as a lease holder.

11. The letter further requests that the Tenant sign a new revised tenancy agreement with only the Tenant and that replaces GDF to occupant status.
12. On August 5, 2025, the Tenant sent an email to the Landlord refusing to sign the new revised tenancy agreement and denying the allegations made against her.
13. The Tenant testified that she and her husband were having issues in 2024 and decided to separate. The Tenant further testified that after attending marriage counselling at their Church, they were able to reconcile and in 2025 they decided to purchase a condominium together in Mississauga. The Tenant stated that she and her husband continue to have issues and are still trying to work on their marriage. The Tenant submitted a letter from her pastor confirming counselling began in 2024 and resumed in 2025.
14. The Tenant stated that she still uses the rental unit for part-time occupancy and is at the rental unit at least 4 to 5 times per week. The Tenant works as a driving instructor in Toronto and often uses the rental unit for meals between students, when she needs to rest and when she needs a place to stay when she does not want to drive from Toronto to Mississauga. The Tenant testified she has her own bed in the rental unit, that she pays the internet bill at the rental unit and that she has clothes and personal belongings there as well. The Tenant testified that if she and her husband cannot make their marriage work, she intends to live full time in the rental unit. The Tenant testified she contributes \$300.00 towards the total rent.

Analysis

15. The Landlord submits that the lease agreement between the Landlord, the Tenant, and GDF should be treated as void *ab initio*. The Landlord's legal representative argued that the Tenant's request to remove her husband from the tenancy and to add her nephew was made under the pretext of a marital breakdown. It is submitted that this request was a deliberate attempt to confer tenancy status on her nephew, thereby allowing GDF to maintain below-market rent and circumvent the lengthy wait times associated with becoming an approved applicant for the rental unit.
16. Essentially, the Landlord is alleging fraudulent misrepresentation. Under established principles of contract law, several elements must be proven to support such a finding, the first being that a false representation was made. The Landlord's witness testified that she did not ask the Tenant why she requested the removal of her husband from the lease or the addition of her nephew. The email sent by the Tenant's husband likewise provided no explanation for the request. The Landlord assumed, based on conjecture and rumour, that the reason was a marital breakdown, but never sought clarification from the Tenant. I find that the Landlord voluntarily proceeded, without due diligence, to prepare a new lease agreement. Any regret the Landlord now has regarding that decision cannot be attributed to wrongdoing or misrepresentation by the Tenant.

17. Accordingly, I find that the Tenant did not make a false representation, and the lease agreement executed by the Tenant, GDF, and the Landlord on June 24, 2025, is valid.
18. The new lease agreement established a joint tenancy between the Tenant and GDF and therefore, GDF cannot be an unauthorized occupant. Accordingly, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

April 16, 2026
Date Issued

Melissa Anjema
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.