



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ally v Chaudhry, 2026 ONLTB 34112

Date: 2026-05-01

File Number: LTB-L-026417-26

In the matter of: 3799 WOODRUFF CRES
MISSISSAUGA ON L4T1T8

Between: Jabar Ally
Neemah Ally
Noreen Ally

Landlord

And

Asim Chaudhry

Tenant

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.

Jabar Ally, Neemah Ally and Noreen Ally (the 'Landlord') applied for an order to terminate the tenancy and evict Asim Chaudhry (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

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

Only the Landlords Jabar Ally, Neemah Ally and their legal representative Baljinder Srann attended the hearing.

As of 1:15 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Preliminary issue

1. As explained at the hearing, s.43 of the *Residential Tenancies Act, 2006* (the 'Act') states:

43 (1) Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall,

(a) identify the rental unit for which the notice is given; ...
2. The residential complex is a semi-detached unit comprised of three (3) levels. Upper, middle and basement.
3. The N7 Notice of Termination served to the Tenant with the termination date of April 4, 2026 failed to identify that the rental unit is located in the middle level of the rental complex.
4. The Landlord's legal representative submitted that there are no individual identifiers corresponding to the three units located at 3799 Woodruff Cres. Mississauga, ON. That the Tenants all share a common mailbox without any particular distinction to identify the units separately. Further, the Landlord submitted that the N7 notice was hand delivered to the Tenant, and he was reminded about the hearing in the days prior.
5. As I was satisfied that the Tenant was served the N7 notice in person as outlined in the Certificate of Service as filed with the Board and that the Tenant was aware of the allegations as raised against him, I declared that the N7 notice met substantial compliance pursuant to s.212 of the Act where it is outlined:

Substantial compliance sufficient

212 (1) Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient. 2006, c. 17, s. 212.

When error still constitutes substantial compliance

(2) For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act.

L2 Application

6. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy on an expedited basis. Therefore, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 6, 2026.
7. The Tenant was in possession of the rental unit on the date the application was filed.

N7 Notice of Termination

8. On March 24, 2026, the Landlord served the Tenant an N7 Notice of Termination, alleging serious impairment of safety, and use of the unit that is inconsistent with its use as an inspection of the February 11, 2026 revealed that the Tenant was operating a dangerous and hazardous business from the property. The tenant's unauthorized business involves large-scale storage and charging of electric vehicle batteries and lithium e-biking batteries, creating a significant hazard due to the risk of fire or explosion, endangering all occupants of the residential complex. Further, that a fire occurred at the rental unit on March 21, 2026 as a result of the Tenant charging a battery which exploded and was the source of ignition.

Landlord's Uncontested Evidence

9. As outlined in the N7 notice, the Landlord Jabar Ally testified that:

RE: February 11, 2026 inspection of rental unit at 1:00 PM

- Upon arrival at the Tenant's unit to repair the furnace, he observed clear indications that he was operating a dangerous and hazardous business from the property. The tenant's unauthorized business involves repairing electric scooters and bikes operating on lithium e-biking batteries, creating a significant hazard due to the risk of fire or explosion and endangering all occupants of the residential complex.
- When questioned about the assortment of bikes, scooters and tools, that the Tenant indicated these were owned by his various family members and that he was doing repairs for them.
- He believes that the Tenant, does not physically reside at this unit located at 3799 Woodruff Crescent. That he lives with his mother elsewhere while using the rental unit exclusively to operate an unauthorized industrial business.

RE: Fire — March 21, 2026

- He received a call from the basement tenant that there was a fire in the complex, that there was visible smoke coming from the window as connected to the Tenant's middle floor unit. That within 5-10 minutes, the Fire Department arrived and put the fire out.
- The report as rendered in evidence on page 23 of DOC-7770087 from the City of Mississauga Fire Prevention department (Incident #F260010754), outlined that they attended at the property on March 21, 2026, that there was "an immediate threat to life hazard and that multiple batteries were removed from the scene and placed in quarantine by a third-party contractor.
- Hydro was turned off at the panel, and the Tenant was advised that an electrical inspection must be conducted before turning the power back on.

- It was suspected that the Tenant left a battery charging and that it fell into the toilet bowl, causing an explosion and triggered the fire.
10. The second named Landlord Neemah Ally testified that the Tenant's actions demonstrate a complete disregard for the safety and well-being of the other tenants residing in the complex. And that the Landlords are aware that the Tenant continues to advertise the repairs of e-bikes on Facebook Marketplace and continue to provide repair services despite the fire in the rental unit and being served an N7 notice.
 11. The Landlord submitted a video (DOC-7790958) as recorded after the fire had been extinguished on March 21, 2026, the entire 2 bedroom unit is cluttered depicting an excessive number of e-bikes and batteries and tools in a very cluttered unit. The space appears to be used entirely as a workshop.
 12. Further, in the bathroom, the source of the fire ignition, it is obvious that the scene was a site of an explosion with the toilet being completely shattered and signs of charring and flame residues in the space and surrounding areas.
 13. The Landlord's legal representative submitted that the unit being used as a repair shop for e-bikes and related activities is a direct violation of the tenancy agreement. That the onsite business poses a significant safety hazard to everyone living in the residential complex, inclusive to the parties residing in the attached property located at 3801 Woodruff Cres and constitutes an inconsistent use of the rental unit.
 14. The Landlord has been provided an order for compliance to clean up the entire rental unit disposing of hazardous and flammable materials or may face a \$20,000.00 fine from the City of Mississauga Fire Department. They have been made aware of the LTB proceedings, and the Landlord is to provide an update in this regard.
 15. Given the above, the Landlord seeks an expedited order for eviction.

Analysis

16. On the basis of the Landlord's uncontested evidence, and on a balance of probabilities, I am satisfied that on March 21, 2026, the Tenant, another occupant of the rental unit, or a person the Tenant permitted in the residential complex, seriously impaired the safety of other tenants, occupants, and visitors in the residential complex, by charging lithium-ion batteries in the unit, in an unsafe manner, and thereby causing a fire in the unit.
17. On the basis of the Landlord's uncontested evidence, and on a balance of probabilities, I am satisfied that the Tenant, another occupant of the rental unit, or someone the Tenant permitted in the residential complex, has been using the unit as large-scale storage for purpose of charging of electric vehicle batteries and lithium e-biking batteries and that these activities are inconsistent with the unit's use as a residential premises. I find that this inconsistent use resulted in the fire in the unit on March 21, 2026, causing significant damage to the rental unit.

Daily Compensation, Costs, and Rent Deposit

18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. There is no last month's rent deposit.

Relief from Eviction

20. The Landlord testified that the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of other tenants in the residential complex through their storage and charging of electric vehicle batteries and lithium e-biking batteries in the unit. Further that since the Landlord applied to the Board, some bikes, tools and batteries have been removed from the unit; however, the unit is still full of bikes and new bikes have come in for repair since the issuance of the N7 notice. The Landlord's representative submitted that for these reasons, the tenancy should be terminated immediately, and the eviction should be expedited pursuant to s. 84 of the Act.
21. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
22. The Landlords' nor their legal representative were aware of any circumstances that should be considered in a determination of whether to provide the Tenant with eviction relief, and the Tenant was not present at the hearing to provide submissions with respect to the Tenant's relief from eviction. For these reasons, and given the seriousness of the Tenant's conduct, I am satisfied that an expedited eviction is warranted, pursuant to s. 84 of the Act.
23. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 6, 2026.
2. If the unit is not vacated on or before May 6, 2026, then starting May 7, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after May 7, 2026. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.

6. If the Tenant does not pay the Landlord the full amount owing on or before May 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 7, 2026 at 4.00% annually on the balance outstanding.

May 1, 2026
Date Issued

Alicia Johnson
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on November 7, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.