



**Order under Sections 135 and 9(2)
Residential Tenancies Act, 2006**

Citation: Mohammadpour Biron v Dhingra, 2026 ONLTB 31261

Date: 2026-05-07

File Number: LTB-T-092542-25

LTB-L-078767-25

In the matter of: 21 Lytton Blvd
Richmond Hill ON L4B3H2

Between: Seyedeh Mana Mohammadpour Biron Tenants
Amir Davoud Abdi

And

Sachin Dhingra Landlords
Pran Dhingra
Patara Huanarrom

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Seyedeh Mana Mohammadpour Biron and Amir Davoud Abdi (the 'Tenants') applied for an order determining that Sachin Dhingra, Pran Dhingra and Patara Huanarrom (the 'Landlords') collected or retained money illegally.

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The Landlords applied for an order to determine whether the *Residential Tenancies Act, 2006* (the 'Act') applies.

These applications were heard by videoconference on April 14, 2026. The Landlords and the Tenants attended the hearing.

Preliminary Issue:

1. Pran Dhingra ('PD') and Patara Huanarrom ('PH') are the owners of the property. Sachin Dhingra ('SD') is the son of the owners.
2. SD testified that while his father PD was out of the province, he advertised the basement unit for rent. The Tenants responded to his advertisement, and he entered into a tenancy agreement with the Tenants on July 14, 2025. PD and PH are listed as the landlords on the tenancy agreement, but SD signed the agreement as a landlord.

3. The Act defines a "landlord" as including,
 - (a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,
 - (b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a), and
 - (c) a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent.
4. The Tenants only named SD as a landlord on their application while the Landlords only named PD as a landlord on their application.
5. SD clearly permitted occupancy of the rental unit. He also attempted to enforce the rights of a landlord under a tenancy agreement of the Act by collecting rent and a deposit. Accordingly, I am satisfied SD meets the definition of a landlord and is properly named in this proceeding. The Landlords' application is amended to include SD as a named landlord.
6. PD and PH are the owners of the rental unit. As such, the Tenants' application is amended to include both PD and PH as named landlords.

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Determinations:

1. The Landlords maintain that the tenancy is exempt from the Act pursuant to section 5(i), which states that the Act does not apply with respect to:
 - a. living accommodation whose occupant or occupants are required to share a bathroom or kitchen facility with the owner, the owner's spouse, child or parent or the spouse's child or parent, and where the owner, spouse, child or parent lives in the building in which the living accommodation is located.
2. It is the position of the Landlords that the Tenants are required to share a kitchen facility with the owner.

Landlords' evidence

3. The rental unit is the basement of a single-family home. The rental unit has a kitchen and bathroom. The Landlords reside in the main unit of the home.
4. It is the evidence of the Landlords that they used the kitchen in the basement while their unit was being renovated. They argued that the rental unit was advertised as having a

shared kitchen and that they would provide the Tenants with advance notice as a courtesy when they wanted to use the basement kitchen.

5. In support of their position, the Landlords pointed to the lease agreement and rental advertisement which indicates the kitchen is a shared facility.

Tenants' evidence

6. The Tenants testified that the rental unit was advertised as a self-contained unit with a fully equipped kitchen, including a sink, refrigerator, oven, toaster, and microwave. The Tenants admitted into evidence a copy of their tenancy agreement which does not indicate the kitchen is a shared facility with the owner.

Law and Analysis

7. It is important to note that the Act is remedial legislation. Section 1 of the Act provides that:

The purposes of this Act are to provide protection for residential tenants from unlawful rent increases and unlawful evictions, to establish a framework for the regulation of residential rents, to balance the rights and responsibilities of residential landlords and tenants and to provide for the adjudication of disputes and for other processes to informally resolve disputes.

8. Given the purpose of the Act, any claim that the Act does not apply has to be examined carefully to ensure that protections provided by the Legislature to residential tenants are not easily avoided (*Grenadier (Tenants of v. We-Care Retirement Homes of Canada*, [1993] O.J. No.1550 (Div. Court.)). A liberal interpretation of the exemptions from the Act would undermine the objectives of the Act.
9. In making findings on an application, section 202 of the Act requires me to determine the real substance of all transactions and activities pertaining to a rental unit with respect to this tenancy.
10. The onus or burden of proving an exemption applies rests on the person claiming the exemption on a balance of probabilities. Case law dealing with section 5(i) essentially establishes a two-part test and the party relying on the exemption must establish both:
 - a. Is the occupant required to share a bathroom or kitchen facility with the owner, the owner's spouse, child or parent or the spouse's child or parent, and
 - b. Does the owner, spouse, child or parent living in the building in which the living accommodation is located.
11. As the Landlords are the persons claiming the exemption, the onus is on them to prove on a balance of probabilities the two-part test outlined above.

12. There is case law standing for the proposition that the first part of the test includes establishing that the tenancy agreement must include the requirement to share a kitchen and a bathroom (see TET-82410-17 (Re), 2018 CanLII 113120 (ON LTB)).
13. Both parties admitted into evidence a copy of the tenancy agreement. The agreements are both signed and dated July 14, 2025 and are identical except for the description of the kitchen under paragraph 1. The Landlords' version indicates it is a "fully equipped kitchen (shared)" while the Tenants' version indicates it is a "fully equipped kitchen".
14. I am not persuaded the Landlords' version is the version that was presented to the Tenants. I say this because the laundry is described on both versions as "shared laundry with landlord". I believe that had the Landlords intended for the kitchen to be shared at the commencement of the tenancy, they would have been consistent with their language and would have described it as "shared fully equipped kitchen" rather than "fully equipped kitchen (shared)".
15. I am also not persuaded by the advertisement relied upon by the Landlords. The advertisement does not specify that the kitchen is to be shared with the owners. There was no evidence before me establishing that the Landlords made it clear to the Tenants that they would be required to share a kitchen with the owners. I find that it is more likely than not the Landlords modified the agreement after it had been signed by the parties.
16. The Landlords had a full kitchen in their main unit. The fact that their kitchen was unavailable during renovations does not change the terms of the tenancy agreement. Accordingly, I find the Tenants were not required to share a kitchen with the Landlords. The Landlords have failed to sufficient establish the tenancy is exempt pursuant to section 5(i) of the Act.
17. It should be noted that PD and PH seem to argue that the tenancy is not valid because SD was not authorized to rent the unit. As explained above, SD meets the definition of landlord as he permitted occupancy and collected rent and deposits.

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Determinations

18. The Tenants filed a T1 application alleging the Landlords gave them an N12 notice to end the tenancy but did not pay them compensation by the termination date on the notice.
19. For the reasons that follow, the Tenants' application is dismissed.
20. A landlord is required to compensate a tenant in an amount equal to one month's rent if a landlord gave a tenant notice under section 48 or 49 of the Act. These sections read as follows:

48 (1) A landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by,

- (a) the landlord;
- (b) the landlord's spouse;
- (c) a child or parent of the landlord or the landlord's spouse; or
- (d) a person who provides or will provide care services to the landlord, the landlord's spouse, or a child or parent of the landlord or the landlord's spouse, if the person receiving the care services resides or will reside in the building, related group of buildings, mobile home park or land lease community in which the rental unit is located.

49 (1) A landlord of a residential complex that contains no more than three residential units who has entered into an agreement of purchase and sale of the residential complex may, on behalf of the purchaser, give the tenant of a unit in the residential complex a notice terminating the tenancy, if the purchaser in good faith requires possession of the residential complex or the unit for the purpose of residential occupation by,

- (a) the purchaser;
- (b) the purchaser's spouse;
- (c) a child or parent of the purchaser or the purchaser's spouse; or
- (d) a person who provides or will provide care services to the purchaser, the purchaser's spouse, or a child or parent of the purchaser or the purchaser's spouse, if the person receiving the care services resides or will reside in the building, related group of buildings, mobile home park or land lease community in which the rental unit is located.

21. The tenancy commenced on July 31, 2025. PD alleges that he was unaware SD had rented the basement unit. On August 29, 2025, PD discovered the Tenants were residing in the basement and instructed SD to immediately terminate the tenancy. On September 29, 2025, SD advised the Tenants that they would have to vacate by November 1, 2025
22. The Tenants did not present any evidence establishing they were advised they had to vacate because of one of the reasons listed under section 48 or 49 of the Act. As such, I am not convinced the Tenants received notice to end the tenancy under section 48 or 49. Given this, the Landlords were not obligated to pay the Tenants one month's compensation.

Remedies- Administrative Fine

23. Having found the Act applies, and that Sachin Dhingra meets the definition of a Landlord under the Act, I find that he wilfully breached this Act by holding himself out as a Landlord when he did not have permission from the owners to bind the property. This represents an egregious breach of legal obligations that must be deterred.
24. The Board has the authority to issue an administrative fine to enforce compliance with the Act and deter egregious conduct pursuant to section 57(3).

25. To do so, I must consider the nature and severity of the breach, the effect of the breach on the Tenants, and any other relevant factors.
26. As a result of his actions, the Tenants made life decisions to move into the property, enter a lease, and then had to find alternate housing on short notice, with an impending winter. His attempt at helping out newcomers to Canada turned out to be not only an embarrassment but completely at odds with his intention.
27. His behaviour demonstrates a Landlord's complete ignorance and disregard of his obligations and their consequences under the Act. As a result, Sachin Dhingra shall pay a fine to the Board in the amount of \$1,000.00.

It is ordered that:

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1. The *Residential Tenancies Act, 2006* applies.
2. Sachin Dhingra will pay an administrative fine of \$1000.00 payable to the Board by May 14, 2026.

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1. The application is dismissed.

May 7, 2026
Date Issued

Vanessa Davies
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.

