



Order under Sections 69 and 88.1 Residential Tenancies Act, 2006

File Number: LTB-L-004661-24

In the matter of: 5669 TOPAZ PL
MISSISSAUGA ON L5M7B8

Between: Irfan Pardiwala Landlords
Zaib Mithani

And

Girish Rane Tenants
Trupti Patil

Irfan Pardiwala and Zaib Mithani (the 'Landlords') applied for an order to terminate the tenancy and evict Girish Rane and Trupti Patil (the 'Tenants') because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex, have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant.¹

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

Furthermore, the Landlords applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenants' conduct or that of another occupant of the rental unit or someone the Tenants permitted in the residential complex. This conduct substantially interfered with the Landlords' reasonable enjoyment of the residential complex or another lawful right, privilege or interest.²

This application was heard by videoconference on April 20, 2026.

Only the Landlords, the Landlords' Legal Representative, Zeeshan Rahman, the Landlords' Witness, Nitin Navale, attended the hearing.

As of 2:31pm, the Tenants were 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 Landlords' evidence.

¹ Section 69 of the *Residential Tenancies Act*.

² Section 88.1 of the *Residential Tenancies Act*.

Determinations:

1. As explained below, the Landlords have not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenants were in possession of the rental unit on the date the application was filed.

Procedural History

3. The Landlords filed the application on January 26, 2024.
4. The application was first scheduled to be heard on August 21, 2024, but was adjourned as there was insufficient time to have the matter heard.
5. The application was then scheduled to be heard on November 17, 2025.
6. Pursuant to the joint request of both the Landlords and the Tenants, and in accordance with the Endorsement dated November 10, 2025, the November 17, 2025, hearing date was cancelled, in order for the matter to be heard at a later date in accordance with the parties' availability.

Application Amendment

7. The Landlords requested the permission of the Board to amend their application as they no longer sought an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenants' conduct or that of another occupant of the rental unit, or someone the Tenants permitted in the residential complex.³
8. Indeed, the Landlords only sought to proceed with an order terminating the tenancy and evicting the Tenants, because the Tenants, another occupant of the rental unit, or someone the Tenants permitted in the residential complex, have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant.
9. Despite their absence at the hearing, I find that the Tenants would not be prejudiced by such an amendment.
10. Accordingly, pursuant to subsection 200(1) of the *Residential Tenancies Act, 2006* (hereafter referred to as the 'Act') and Rule 15 of the Board's *Rules of Procedure*, I granted the amendment request.

³ Section 88.1 of the *Residential Tenancies Act*.

N5 Notice of Termination

11. On December 4, 2023, the Landlords gave the Tenants an N5 Notice of Termination, with a termination date of December 27, 2023 (hereafter referred to as the 'N5 Notice'), as they alleged that the Tenants:
- Failed to provide the Landlords with a valid copy of their Tenants' liability insurance, in accordance with the terms of the tenancy agreement,
 - Used the rental unit for commercial purposes by operating a catering business,
 - Sublet parts of the rental unit without the Landlords' permission.
12. The Landlords served the Tenants the N5 Notice pursuant to subsection 64(1) of the Act, which reads as follows:

64 (1) A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant. [Emphasis added]

Proof of Insurance

a) Landlords' Evidence

13. The Landlord Irfan Pardiwala (hereafter referred to as 'I.P') testified that, in accordance with the terms of the tenancy agreement, the Tenants are required to a liability insurance and must provide the Landlords with proof of coverage upon request, as it appears from a copy of the tenancy agreement executed between the Landlords and the Tenants on June 25, 2022 (DOC-3932514, pages 12 to 26 of 86; Exhibit 1).
14. I.P stated that they requested that the Tenants provide them with proof of their insurance coverage for the first time during the month of October 2023.
15. I.P indicated that the Tenants proceeded to provide them with their proof of insurance during the month of November 2023, with the coverage spanning from November 15, 2023, to November 15, 2024.

b) Analysis

16. On the basis of the evidence and submissions before me, I find that the Tenants provided the Landlords with valid proof of their liability insurance upon the Landlords' request and prior to the Landlords serving the Tenants with the N5 Notice.
17. As the Tenants had complied with the Landlords' request prior to the Landlords serving the N5 Notice, I find that this claim is moot and that the Landlords have not proven that the Tenants, another occupant of the rental unit, or someone the Tenants permitted in the residential complex, substantially interfered with the reasonable enjoyment of the residential

complex by the Landlords or another lawful right, privilege or interest of the Landlords, by failing to provide the Landlords with proof of valid liability insurance.

Commercial Use of the Rental Unit

a) Landlords' Evidence

18. The Landlord Zaib Mithani (hereafter referred to as 'Z.M') testified that while browsing online, they found online advertisements for a catering business called *Trupti's Kitchen*, for which clients could pick up meals from Churchill Meadows, Mississauga, which equates to the location of the rental unit, as it appears from a copy of the screenshots of the Facebook posts of *Trupti's Kitchen* taken by the Landlords on September 21, 2023, and a screenshot of exchanges within *WhatsApp* group including the Tenants, the Landlords, and community members (DOC-7794529, pages 13 to 20 of 50; Exhibit 2, *in bundle*).
19. Z.M stated that they spoke with the Tenants about their commercial use of the rental unit towards the end of 2022, as they expressed concerns regarding their insurance coverage in light of a use of the premises that may not be considered as being "residential" in nature.
20. Z.M indicated that the Tenants advised them that they stopped operating their catering business from the rental unit during the month of December 2022, but the Landlords continued to see online activity at least through the month of May 2023 (Exhibit 2).
21. The Landlords submit that the Tenants proceeded to remove their catering business's digital footprint. They are unaware as to whether or not the Tenants actually continued to operate the business, but opine that they are based on discussions that the Landlords have had with neighbours of the rental unit.

b) Analysis

22. Although it certainly appears that the Tenants were operating a catering business from the rental unit, at least through the month of May 2023 (Exhibit 2), I find that the Landlords failed to demonstrate – on a balance of probabilities - that the Tenants continued to do so following the service of the N5 Notice.
23. Indeed, the Landlords limited their claims to conjecture and general statements that were not corroborated by any supporting evidence or details, and recognized that they "have not found anything specific" with respect to the Tenants' alleged continued operation of a catering business from within the rental unit.
24. As the Landlords failed to meet their burden of proof to establish their claim, I find that the Tenants stopped operating a catering business from within the rental unit, and therefore voided this component of the N5 Notice in accordance with subsection 64(3) of the Act.

Unauthorized Subtenancy

a) Landlords' Evidence

25. The Landlords' Witness, Nitin Navale (hereafter referred to as 'N.N') testified that they are a realtor that has been providing inspection services to the Landlords since 2023.
26. N.N described the rental unit as being a detached single-family home with a basement, which is equipped with a kitchenette. They noted that the entire rental unit (including the basement) was rented by the Landlords to the Tenants (Exhibit 1).
27. N.N stated that they conducted between four (4) to six (6) inspections of the rental unit in 2023. Towards the end of 2023, they noticed that a group of individuals (which were not the Tenants) were occupying the basement area of the rental unit, as it appears from a copy of the email sent by N.N to the Landlords on November 18, 2023 (DOC-3978948; Exhibit 3).
28. N.N indicated that they conducted between two (2) to three (3) inspections of the rental unit in 2024. They had noticed that the basement was being occupied by a different group of individuals.
29. N.N indicated that they conducted another inspection of the rental unit in 2025, and noticed that yet another set of individuals was now occupying the basement area of the rental unit.
30. I.P testified they found online advertisements of the basement area of the rental unit, which were created by the Tenants, as it appears from a copy of the Kijiji ads taken by the Landlords on September 21, 2023 (DOC-7794529, pages 1 to 2 and 4 to 11 of 50; Exhibit 4, *in bundle*).
31. I.P stated that they created a Kijiji account under a pseudonym and responded to the Tenants Kijiji ads, to inquire upon moving into the basement, as it appears from a copy of the exchange of correspondences between the Landlords and the Tenants, through the Kijiji platform (DOC-7794529, page 3 of 50; Exhibit 5).
32. I.P indicated that they confronted the Tenants about the use of the basement by other individuals. The Tenants would have advised them that relatives and family friends were temporarily staying with them while they were going through an immigration process and prior to securing alternate housing accommodations. They found the Tenants to be evasive and to lack credibility when taking into consideration the Kijiji ads (Exhibit 4).
33. The Landlords stated that the rental unit is intended to be used as a single-family home, and that their own insurance coverage is designed to meet this criterion.
34. The Landlords also indicated that the revolving door of individuals occupying the basement has led to complaints from neighbours with bylaw enforcement services.

b) Analysis

35. In accordance with subsection 2(1) of the Act, a “subtenant” is defined as being a “person to whom a tenant gives the right under section 97 to occupy a rental unit.”

36. For a subtenancy to take place, it is well recognized that a tenant must:

- vacate the rental unit;
- give one or more other persons the right to occupy the rental unit for a term ending on a specified date before the end of the tenant's term or period;
- retain the right to resume occupancy of the rental unit at the end of the tenancy; and
- obtain the consent of the landlord⁴. [Emphasis Added]

37. In this case, the Landlords' evidence was that the Tenants continued to occupy the rental unit, and permitted the use of the basement area to other individuals for consecutive periods of time (Exhibits 3 and 4).

38. As the Tenants did not vacate the rental unit, but rather allowed other individuals to live in the rental unit concurrently with them, I find that a subtenancy was not created within the meaning of the Act. Indeed, the individuals to whom the Tenants granted use of the basement area would be considered roommates or occupants as opposed to subtenants.

39. Subject to section 67 of the Act, the Tenants are entitled to have roommates or occupants, and do not require the Landlords' consent to grant them access and use of the rental unit.

40. While the Landlords expressed concerns as to the revolving door of individuals using the basement area and the strain that this could place on the premises and referenced complaints that were placed with bylaw enforcement services, the catalyst of this component of N5 Notice was the alleged unauthorized subtenancy of the area.

41. As I have found that the Tenants did not sublet the basement, the Landlords' claim must be dismissed.

Application dismissal

42. As explained above, I do not find - on the basis of the evidence and submissions before me - that the Tenants, another occupant of the rental unit, or someone the Tenants permitted in the residential complex, have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant.

43. Accordingly, the Landlords' application shall be dismissed.

⁴ Interpretation Guideline 21: *Landlords, Tenants, Occupants and Residential Tenancies*.

It is ordered that:

1. The Landlords' application is dismissed.

June 1, 2026
Date Issued

Alexandre Traboulsi
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.