



## **Order under Section 9(2), 31 and 69 Residential Tenancies Act, 2006**

**Citation:** Lehal v Silicon Properties Inc., 2023 ONLTB 71301

**Date:** 2023-11-07

**File Number:** LTB-L-082303-22  
LTB-T-055263-23  
LTB-T-059630-23

2023 ONLTB 71301 (CanLII)

**In the matter of:** 2521 MEADOWGATE BLVD  
LONDON ON N6M1L8

**Between:** Sartjinder Singh Lehal Landlords  
Navneet Kaur Lehal

**And**

Silicon Properties Inc. Tenants/Landlords  
Temenu Theodore Asahchop

**And**

Zachary Myers Tenants  
Melanie Cutler

**And**

Troy Lediet Tenants  
Karen Kuziak

Sartjinder Singh Lehal and Navneet Kaur Lehal (the 'Landlords') applied for an order to terminate the tenancy and evict Silicon Properties Inc. Temenu Theodore Asahchop (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe (L1 Application).

Sartjinder Singh Lehal and Navneet Kaur Lehal (the 'Landlord') also applied for an order to terminate the tenancy and evict Silicon Properties Inc. and Temenu Theodore Asahchop (the

'Tenants') because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant (L2 Application).

Zackary Myers and Melanie Cutler (the 'Tenants') applied for an order determining that Silicon Properties Inc. and Temenu Theodore Asahchop (the 'Landlords') entered the rental unit illegally, altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenants replacement keys, substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household and harassed, obstructed, coerced, threatened or interfered with the Tenant (T2 Application).

Troy Lediet, Karen Kuziak, Zachary Myers and Melanie Cutler (the 'Tenants') applied for an order to determine whether the *Residential Tenancies Act, 2006* (the Act) applies (A1 Application).

Board file LTB-L-082303-22 (L1 and L2 Application) was heard by videoconference at 9:00 a.m. on August 29, 2023 and reconvened on October 19, 2023.

Board file LTB-T-055263-23 (T2 Application) was heard by videoconference at 1:00 p.m. on August 29, 2023 and reconvened on October 19, 2023.

Board file LTB-T-059630-23 (A1 Application) was heard by videoconference on October 19, 2023.

On August 29, 2023, only the Landlords Sartjinder Singh Lehal and Navneet Kaur Lehal and the Landlord's Legal Representative Samila Waslat attended the hearing for the L1 and L2 applications.

On August 29, 2023, only the Tenants Zachary Myers and Melanie Cutler attended the hearing for the T2 application.

On October 19, 2023, the Landlords Sartjinder Singh Lehal and Navneet Kaur Lehal and the Landlords' Legal Representative Samila Waslat and the Tenant/Landlord Temenu Theodore Asahchop and the Tenants Troy Lediet and Karen Kuziak attended the hearing. Troy Lediet and Karen Kuziak were assisted by Tenant Support Melinda Downing.

As of 2:59 p.m. on October 19, 2023, the Tenants Zackary Myers and Melanie Cutler 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 parties that were present.

## **Determinations:**

### Procedural History

1. On August 29, 2023, the L1 and L2 application were heard during the 9:00 a.m. hearing block. These applications, brought by the Lehals, name Mr. Asahchop and Silicon Properties Inc. as the Tenants.
2. On August 29, 2023, the T2 application was heard during the 1:00 p.m. hearing block. This application, brought by Mr. Myers and Ms. Cutler, name themselves as Tenants and Mr. Asahchop and Silicon Properties Inc. as the Landlords.
3. After the hearings concluded on August 29, 2023, I recognized that these two sets of files are related because they involve the same rental address and the named Tenants on the L1 and L2 applications were the named Landlords on the T2 application.
4. I reconvened both sets of files and issued an interim order requiring the parties to attend the next hearing date prepared to address the issue of who is the Landlord and who is the Tenant at 2521 Meadowgate Blvd, London, ON N6M1L8.
5. The files returned before the Board on October 19, 2023 at 1:00 p.m. Out of happenstance, Board file LTB-T-059630-23 was also scheduled to be heard on October 19, 2023. This A1 application involves the same rental address and parties as the two sets of files I reconvened. The A1 application, brought by the Occupants of the rental unit, seeks a determination as to whether the Act applies to their circumstances.
6. Since the issue who is the Landlord and who is the Tenant is central to all of these applications, I suggested to the parties to hear the files together. The parties agreed that the evidence taken on October 19, 2023 would apply to all of the applications.
7. For clarity, I will refer to the parties in the following manner. Mr. and Mrs. Lehal will be referred to as the Landlords. Mr. Asahchop and Silicon Properties Inc. will be referred to as the Tenants. Zackary Meyers, Melanie Cutler, Troy Lediet and Karen Kuziak will be referred to as the Occupants.
8. Since the Tenant Mr. Asahchop was not present on August 29, 2023, in the interests of procedural fairness, I provided him a summary of the evidence taken on August 29, 2023 in relation to the L1 and L2 applications and the T2 application. This was done before hearing any evidence on the preliminary issue of who is the Landlord and who is the Tenant at the rental unit.

#### The Evidence

9. The Landlords and the Tenants agreed they entered into a one-year lease agreement for the rental unit on June 21, 2022. The lease names Silicon Properties as the Tenant and Sartjinder Singh and Navneet Kaur as the Landlords.
10. The lease agreement was signed on June 21, 2022 by Temenu Theodore Asahchop on behalf of Silicon Properties Inc. Mr. Asahchop acknowledged he is the owner of Silicon

Properties Inc. The lease was signed on June 22, 2022 by the Landlords Sartjinder S Lehal and Navneet K Lehal.

11. The rental unit is a five bedroom home located at 251 Meadowgate Blvd in London, Ontario. The lease agreement is for the entire home. The monthly rent is \$2,800.00.
12. The Tenant testified he has never resided in the rental unit and never had any plans to do so. His sole intention was to rent out the bedrooms to other people such as students. His evidence was he began doing this shortly after the lease agreement was signed. The Tenant testified that he charged renters varying amounts depending on the room they rented from him. His evidence was when the rental unit was entirely rented, he was receiving approximately \$3,600.00 per month in rent from those residing there.
13. The Landlords evidence was they knew the Tenant never intended to reside in the rental unit. They were fully aware of his plans to rent out the room to others. The Landlords' testified they were fully aware the Tenant was not residing in the rental unit but that other people were. While they did not know who these people were, they testified they did not have a problem with this so long as the Tenants paid them the \$2,800.00 monthly rent required under the lease.
14. The lease agreement does not expressly identify the intended occupants or the Tenant's intention to rent out rooms but does contain a blanket clause permitting the Tenants to sublet the rental unit. Schedule A of the lease agreement contains the following paragraph:

The Landlord agrees that Silicon Properties Inc. can sublease the property but Silicon Properties Inc. is responsible to pay \$2800 by first of every month to the Landlord. Also Silicon Properties Inc. is responsible for all utility bills.

15. It was clear from the evidence of both the Landlords and the Tenants that they were not aware of the requirements in the *Residential Tenancies Act, 2006* ("Act") for a lawful sublease or subtenancy.
16. The Occupant, Troy Lediet, testified he moved into a room at the rental unit on March 1, 2023 with his girlfriend, Karen Kuziak. He found the room on Facebook Marketplace. He testified he discussed the rent with the Tenant, Mr. Asahchop and they agreed to \$1,000.00 per month. The agreement was for an ongoing month to month tenancy. His rent was paid to the Tenant and he testified he and his girlfriend believed the Tenant owned the home.
17. The Occupant, Mr. Lediet, testified that the Tenant has never resided in the unit.
18. Mr. Lediet testified that when he moved into the rental unit, there were other people residing there in the other rooms but none of these people reside there now. The only other people currently living in the rental unit are the Occupants, Zackary Myers and Melanie Cutler.

19. The Tenant testified that he told prospective renters he was the property manager acting on behalf of the Landlord. His evidence was he never told anyone he was the Landlord. He further stated he was actually managing the property for his own company, Silicon Properties Inc.
20. Mr. Lediet testified that on May 25, 2023, a realtor came to the home and advised him the Tenant was not the owner. His evidence was this was the first time he learned that the Tenant Mr. Asahchop was not the owner of the rental unit.
21. Mr. Lediet's evidence was that on May 30, 2023, the Landlords came to the rental unit and this was the first time he had met them. He testified he told the Landlords they were actually his Landlords and tried to make arrangements to pay his rent directly to them but they refused.
22. Mr. Lediet testified that on July 3, 2023, the Landlords attended the rental unit and began yelling at the Occupants to leave the property. His evidence was that on July 4, 2023 the Landlords returned to the property with the Tenant. At this time the Landlords changed the locks to the rental unit. While he and his girlfriend continue to live at the property with the other Occupants, no one has been given a replacement key.
23. At the hearing on August 29, 2023, in support of their T2 application, the Occupant Zackary Myers testified about the activity of the "landlord". This evidence was provided before I discovered the correlation between this file and the Landlords' L1 and L2 applications. Zackary Myers or Melanie Cutler did not attend the reconvened hearing on October 19, 2023 to provide any clarifying evidence as who the "landlord" is.
24. Zackary Myers testified on August 29, 2023 that he moved into the rental unit on June 3, 2023 with his girlfriend Melanie Cutler. They rent a bedroom on the upper level of the home. The monthly rent for the room is \$1,000.00. Mr. Myers testified the Landlord does not live at the property.
25. Mr. Myers testified that on July 4, 2023 at approximately 2:15 p.m. he was in his room upstairs when the Landlord kicked in the front door. He heard a dispute between the Landlord and another tenant. He described the dispute as a loud fight with yelling that included a verbal tirade directed at the other tenant.
26. Mr. Myers's evidence was the argument he overheard included threats of physical violence made by the Landlord towards the tenants generally and demands that they leave the premises.
27. Mr. Myers testified he and his girlfriend remained in their room for the entire incident and they did not believe the Landlord knew they were present in the home.
28. Mr. Myers' evidence was the incident lasted approximately 20-30 minutes. Once everyone had left the property, he exited his room and discovered the lock to the front door had been

changed and a couch was positioned in front of the door. He testified his key no longer worked and the old lock was left in the living room.

29. Mr. Myers testified no notice was provided for this entry. He also testified he did not learn until afterwards who had entered the rental unit.
30. Mr. Myers' found the entire incident was startling and he and his girlfriend felt unsafe as they were worried about future events occurring. They have not been given a replacement key and must coordinate their coming and going from the property with each other and the other tenants.
31. Mr. Myers testified that on July 13, 2023, the Landlord attended the property to conduct an inspection. During the inspection the Landlord advised the Occupants they were selling the property, and everyone needed to vacate the premises. The Occupants asked for a replacement key but were not provided one.
32. The allegations on the T2 application references both the property manager and the Landlord. I asked Mr. Myers who he was referring to and he stated it was the same person as named on the application, Mr. Asahchop.
33. The Landlords and the Tenant agreed they both attended the rental unit on July 4, 2023. They had agreed to end their relationship as their original lease had come to an end and neither party were interested in continuing the agreement. The Tenant had stopped paying rent to the Landlord and the Tenant's hopes of making money from the arrangement had not "panned out". The Landlords and the Tenants were meeting at the rental unit to exchange the keys for the property.
34. The Tenant did return the key to the Landlords on this date however the Landlords evidence was there were other keys the Tenant did not return.
35. The Tenant testified he believed the rental unit was empty on July 4, 2023 and that the Occupants had moved out. He based this on communications he had received from the Occupants Troy Lediet and Karen Kuziak. The Tenant also stated the Occupants Zackary Myers and Melanie Cutler only wanted to live in the rental unit for one month.
36. The Tenant testified that when he and the Landlords entered the rental unit, they discovered the Occupant Troy Lediet was present. He testified the Landlords became angry that the unit was not vacant and arranged for a locksmith to change the locks. He also testified the Occupant Troy Lediet began yelling and screaming but that no one engaged him in an argument.
37. I asked the Tenant why he was turning the keys over to the Landlords and he stated they wanted their property back and his plan of making money from the arrangement had not succeeded.
38. The Landlords admitted they were meeting with the Tenant on July 4, 2023 to conclude the tenancy.

39. The Landlords' evidence was they knew people were living in the rental unit when they attended the property on July 4, 2023. They testified they wanted them to move out because the lease agreement with the Tenant had expired.
40. The Landlords acknowledged they changed the locks to the front door of the property on July 4, 2023. Neither the Landlords nor the Tenant gave any evidence that a replacement key was ever given to anyone after the locks were changed.
41. The Landlords testified the Tenant left furniture at the unit that is used by the Occupants he has rented to. They claimed the Tenant did not give them vacant possession of the rental unit or all of the keys he had to the property. The Landlords testified that because of this, their agreement did not end, and the Tenant remains responsible for the rent that became due after July 4, 2023.
42. The Landlords stated that because the Occupants had no lease agreement with the Tenant, they were not authorized to be living in the rental unit.
43. The Occupant, Mr. Lediet asked the Landlords if they acknowledged them as tenants when they served a notice of entry to them to conduct an inspection after the incident on July 4, 2023 and the Landlords confirmed that they did.

### Analysis

44. Sections 1, 2(1) and 202(1) of the Act read as follows:

1. 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.

**2(1)** In this Act,

**“landlord”** includes,

(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;

“**tenant**” includes a person who pays rent in return for the right to occupy a rental unit and includes the tenant’s heirs, assigns and personal representatives, but “tenant” does not include a person who has the right to occupy a rental unit by virtue of being,

- (a) a co-owner of the residential complex in which the rental unit is located, or
- (b) a shareholder of a corporation that owns the residential complex;

**202(1)** In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

- (a) may disregard the outward form of a transaction or the separate corporate existence of participants; and
- (b) may have regard to the pattern of activities relating to the residential complex or the rental unit.

- 45. The rental unit is the home to the Zackary Myers, Melanie Cutler, Troy Lediet and Karen Kuziak. They pay rent for the right to occupy the unit. Further, as discussed below, they entered into a tenancy agreement and paid rent to a person who meets the definition of “landlord” contained in the Act.
- 46. The Landlords, the Lehals, know Zackary Myers, Melanie Cutler, Troy Lediet and Karen Kuziak live in the rental unit and were also aware from the beginning of the lease they signed with Mr. Asahchop that he would not be residing in the unit himself.
- 47. The Lehals acknowledged serving Troy Lediet with a notice of entry. No evidence was submitted that Mr. Asahchop has ever been served a notice of entry by the Lehals. This evidence supports the finding the Lehals recognize that it is the Occupants who have the exclusive right to occupy the property.
- 48. The Landlords were also aware when they signed the lease that it was Mr. Asahchop’s intention to rent out rooms to other people and collect rent payments directly from the occupants. The Lehals admitted they had no objections to this arrangement until Mr. Asahchop failed to pay them the monthly rent.
- 49. For these reasons, I find Zackary Myers, Melanie Cutler, Troy Lediet and Karen Kuziak meet the definition of “tenant” contained in section 2(1) of the Act.



50. I have also considered whether Zackary Myers, Melanie Cutler, Troy Lediet and Karen Kuziak can be considered subtenants of the rental unit. Section 2(2) of the Act reads as follows:

For the purposes of this Act, a reference to subletting a rental unit refers to the situation in which,

- (a) the tenant vacates the rental unit;
  - (b) the tenant gives 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; and
  - (c) the tenant has the right to resume occupancy of the rental unit after that specified date.
51. The Tenant, Mr. Asahchop, never lived in the rental unit and therefore did not vacate it for the purpose of providing occupancy to anyone. Further, Mr. Asahchop could not resume an occupancy of the rental unit that never started. Therefore, there was never a subtenancy within the meaning of the Act.

Both the Lehals and Mr. Asahchop were Landlords

52. Based on the evidence presented during the hearing, I find that both the Lehals and Mr. Asahchop were "Landlords" to the Occupants.
53. The Lehals meet the definition of "landlord" contained in section 2(1) of the Act as the owners of the property. I also find Silicon Properties Inc. and Mr. Asahchop are captured in the definition of "landlord" because they are the persons who permitted Zackary Myers, Melanie Cutler, Troy Lediet and Karen Kuziak to occupy the rental unit. Further, Mr. Asahchop never occupied the rental. Therefore, he cannot be considered 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.
54. In *Tremblay v. Ogunfeibo*, 2019 ONSC 7423, a decision that I am bound by, the Divisional Court addressed a very similar set of facts. Ms. Tremblay rented a unit from the owner, but did not live in the unit herself. With the knowledge of the owner, she rented the unit to Mr. Ogunfeibo. The Court found at paragraphs 36 and 37:

The relationship between Ms. T and Mr. O falls squarely within the words of the statute. She is a landlord because she is a "person who permits occupancy of a rental unit". She is not permitting Mr. O to occupy her unit with her, so the exemption in the definition of "landlord" in paragraph (a) of the definition does not apply.

Similarly, Mr. O is “a person who pays rent in return for the right to occupy a rental unit.” He pays that rent directly to Ms. Tremblay and he gave evidence that he believed she was the landlord. So, he fits the definition of “tenant”.

55. For these same reasons, I find Mr. Asahchop and Silicon Properties Inc. were Landlords to the people that were granted occupancy of the rental unit in exchange for rent.
56. Further, in [\*Slapsys \(1406393 Ontario Inc.\) v. Abrams\*](#), 2010 ONCA 676, para 7, the Court of Appeal found that definition of “landlord” is not restricted to the owner of a rental unit and there may be more than one “landlord”. The Court stated that whether a person who is not the owner of the rental unit is “a person who permits occupancy of a rental unit” will depend upon the facts, including whether the person has the ultimate authority to permit occupancy.
57. Therefore, the fact that the Lehals and Mr. Asahchop did not perform the same tasks during the tenancy does not prevent them from both being landlord. It is not uncommon for the property owner and a property manager to play separate roles in managing a rental unit or residential complex.
58. Previous Board orders have addressed similar types of arrangements and found that there can be two landlords. In *TSL-50630-14-RV2 (Re)*, [2015 CanLII 13940](#) (ON LTB), HPA, a social services agency, entered into tenancy agreements with various private landlords, including HCH. HPA and HCH had entered into a rental agreement through a standard form lease naming HPA as the landlord and HCH as the sole tenant. While the rental agreement was silent on the fact that HCH would not occupy the unit but in fact was renting it out to others, both parties understood that this was the intended use of the rental unit.
59. In accordance with that understanding, HCH entered into its own tenancy agreement with IM. IM paid rent directly to HCH and was granted exclusive possession of the rental unit. HCH exercised its rights as a landlord with respect to the tenancy with IM.
60. HPA brought an eviction application against HCH only pursuant to section 69 of the Act alleging the tenant HCH or another occupant had substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the landlord.
61. A three-member Panel of the Board, after a review hearing, found:

Given the broad definition of “landlord” contained in section 2(1) of the RTA, both parties can be considered to be the landlord. Here, IM pays his rent directly to HCH, and interacts with HCH in regard to all, or nearly all, aspects of his tenancy. HPA continues to have various rights and responsibilities in relation to IM’s tenancy. For example, it continues to have responsibility for maintenance of the rental unit and

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the residential complex in which the unit is located and it, not HCH, has rights such as to seek above guideline rent increases under the RTA. [para. 25}

We find there is a single residential tenancy in respect of the rental unit occupied by IM. IM is the sole Tenant, and HPA and HCH are Co-Landlords [para 39].

62. This case is very similar to the circumstances before me. In the present cases, the Lehals knowingly rented a home they own to Silicon Properties Inc and Mr. Asahchop who had no plans to utilize it for their own residential occupation. Both the Lehals and Mr. Asahchop were well aware of the intended use for the unit, namely that Mr. Asahchop will rent out rooms in the home under his company Silicon Properties Inc. in the hopes of making a profit based on the monthly rent he has agreed to pay the Lehals. The Lehals knew the Tenants would be paying rent to Mr. Asahchop for the right to occupy the unit. They admitted in cross examination to having exercised their rights as Landlords by serving the Tenants a notice of entry. They also admitted they acknowledged the Occupants as Tenants.
63. For these reasons, I find Zackary Myers and Melanie Cutler had a tenancy with both the Lehals and Mr. Asahchop. I also find a separate tenancy existed between Troy Lediet and Karen Kuziak between the Lehals and Mr. Asahchop. I say this because Troy Lediet and Karen Kuziak moved into the rental unit well before Zackary Myers and Melanie Cutler did, and findings described above respecting the relationship between the parties are applicable to the tenancy with Troy Lediet and Karen Kuziak.
64. No evidence was presented that Troy Lediet and Karen Kuziak were required to agree to Zackary Myers or Melanie Cutler moving in. No evidence was presented showing their financial liability changed when anyone else moved into the unit. In my view, these are two separate tenancies.
65. I also find the Lehals and Mr. Asahchop agreed to end their relationship on July 4, 2023. They both agreed the purpose of meeting at the property on that date was to extinguish the relationship they had entered into. Neither the Lehals nor Mr. Asahchop had any interest in continuing with their agreement. Mr. Asahchop turned over a key to the rental unit and the Lehals proceeded to change the locks. No evidence was presented that the Lehals ever gave Mr. Asahchop a replacement key once the locks were changed.
66. The Tenants have stopped paying rent to Mr. Asahchop and Mr. Asahchop no longer has access to the rental unit. It would make no sense to find that Silicon Properties Inc. or Mr. Asahchop continue to be Landlords to Zackary Myers, Melanie Cutler, Troy Lediet and Karen Kuziak, particularly since he can no longer carry out any roles a landlord would. As such, I find that on July 4, 2023, the Lehals became the sole Landlords to the Zackary Myers, Melanie Cutler, Troy Lediet and Karen Kuziak when their relationship with Silicon Properties Inc. and Mr. Asahchop ended and they regained full control over the property by changing the locks.
67. While the lease agreement submitted by the Landlords with Silicon Properties Inc. and Mr. Asahchop purports to be a residential tenancy agreement to be governed by the Act, I find the evidence taken at the hearing shows the opposite. All of the evidence supports the finding Mr. Asahchop was not and never intended to be a residential tenant occupying the rental unit. All of the evidence supports the finding the Lehals knew this was going to be the case from the moment the lease agreement was signed. They had no objection to Mr.

Asahchop's plan to rent the rooms in the unit to other people. All of the evidence shows this is precisely what transpired.

68. Therefore, applying section 202 of the Act, I find the agreement between the Lehals and Silicon Properties Inc. and Mr. Asahchop was not a residential tenancy agreement governed by the Act. It is not within the Board's jurisdiction to determine how this agreement should be characterized or enforced. As such, the L1 and L2 applications brought by the Landlords Sartjinder Singh Lehal and Navneet Kaur Lehal against Silicon Properties Inc. and Mr. Asahchop will be dismissed.

## T2 Application

69. The T2 application filed by Zackary Myers and Melanie Cutler named and Mr. Asahchop and Silicon Properties Inc. as the Landlords and alleges on July 4, 2023, the Landlords entered the unit on July 4, 2023 without providing them notice and changed the locks to the front door of the unit without providing them a replacement key. The application also alleges the Landlords substantially interfered with their reasonable enjoyment of the rental unit and that the Landlords harassed them as a result of an altercation the Landlords had with another tenant by uttering threats towards this other tenant directly and the other tenants generally.
70. While I have found Zackary Myers and Melanie Cutler are Tenants at the rental unit and that Mr. Asahchop and Silicon Properties Inc. were one of their Landlords, I am not satisfied on a balance of probabilities they have proven that Mr. Asahchop was the person that engaged in the conduct alleged by the Tenants in the T2 application. I say this for the following reasons.
71. After hearing the evidence of the Tenants Zackary Myers and Melanie Cutler on August 29, 2023, I reconvened this T2 application and issued an interim order to both the Tenants and the named Landlords, Silicon Properties Inc. and Mr. Asahchop. The Tenants did not attend the reconvened hearing on October 19, 2023 to provide any clarifying evidence.
72. The Tenants' evidence in support of their T2 application provided at the hearing on August 29, 2023 was that they were in their bedroom during the entire incident. It was their evidence that it was Mr. Asahchop that kicked in the door and had an argument with another Tenant before changing the locks. However, they acknowledged to only having heard these events through their closed bedroom door. The Tenants' made no mention of the Lehals being present at the rental unit yet the evidence taken on October 19, 2023 clearly shows they were there. The fact that the Tenants did not actually see what occurred effects the reliability of their testimony.
73. It is clear from the evidence taken on October 19, 2023, that both Mr. Asahchop and the Lehals attended the unit on July 4, 2023. However, the Lehals admitted they were the ones that changed the locks at the unit. Mr. Asahchop testified the Lehals became angry

when they found the unit was not vacant. He testified the tenant Mr. Lediet was present at the unit and that Mr. Lediet also became angry and began yelling and screaming. Mr. Asahchop testified the Lehal's proceeded to have a locksmith change the locks to the front door. Mr. Asahchop's evidence was he attended the unit that day for the purpose of returning the key to the Lehal's since they had agreed to conclude their tenancy.

74. I find it most likely that the Lehal's were responsible for the conduct described in the T2 application. They wanted possession of their property back and became angry when they discovered people continued to live there. Mr. Asahchop was exiting the relationship and I heard no evidence explaining why he had any reason to be angry or engage in abusive conduct towards Zackary Myers and Melanie Cutler.
75. The Tenants could have attended the reconvened hearing on October 19, 2023 to provide additional information but did not do so. Based on the evidence before me, I am not convinced on a balance of probabilities that Mr. Asahchop was the person that engaged in the conduct alleged by the Tenants in their T2 application. For these reasons, the T2 application will be dismissed.
76. This Order contains all the reasons for it. No further reasons will issue.

**It is ordered that:**

1. The *Residential Tenancies Act, 2006* applies to the tenancy between the Landlords Sartjinder Singh Lehal and Navneet Kaur Lehal and the Tenants Troy Lediet and Karen Kuziak.
2. The *Residential Tenancies Act, 2006* applies to the tenancy between the Landlords Sartjinder Singh Lehal and Navneet Kaur Lehal and the Tenants Zackary Myers and Melanie Cutler.
3. The Landlord's L1 and L2 applications (file LTB-L-082303-22) are dismissed.
4. The Tenants' T2 application (file LTB-T-055263-23) is dismissed.

**November 7, 2023**

**Date Issued**

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John Cashmore

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.