

COURT OF APPEAL FOR ONTARIO

CITATION: Munir v. Garg, 2025 ONCA 334

DATE: 20250428

DOCKET: COA-24-CV-1224

Zarnett, Monahan and Madsen JJ.A.

BETWEEN

Zaafir Ahmed Munir

Applicant/Appellant

and

Mahesh Kumar Garg, Shama Garg, Town of Milton and
Milton Fire Department

Respondents

Zaafir Ahmed Munir, self represented

Mahesh Kumar Garg and Shama Garg, self represented

Konstantine Stavrakos, for the respondents Town of Milton and Milton Fire
Department

Heard: April 24, 2025

On appeal from the judgment of Justice Janet E. Mills of the Superior Court of
Justice, dated October 31, 2024.

REASONS FOR DECISION

[1] The appellant rented a three-bedroom townhouse in the Town of Milton (the
“Town”) from Mahesh and Shama Garg (the “Gargs”) for a one-year term
commencing December 1, 2023. In May 2024, the Gargs discovered that the

appellant was listing and renting the property on the Airbnb platform without having obtained a license, as required by the Town's short-term rental (STR) bylaw.

[2] The Gargs complained to the Town and, on May 28, 2024, the Town issued a compliance order, requiring the appellant to obtain a license or cease operating the STR. The property was also inspected by Milton Fire and Rescue Services ("Milton Fire Services"), pursuant to the *Fire Protection and Prevention Act, 1997*, S. O. 1997, c. 4. Numerous violations of the Fire Code, O. Reg. 213/07, were identified, as a result of which Milton Fire Services issued a compliance order. (We were advised during the hearing that the appellant had asked that the Fire Services order be reviewed by the Fire Marshall, a process which is still ongoing and which stays enforcement of the compliance order.)

[3] The appellant brought an application seeking a declaration that the STR bylaw was *ultra vires* on the basis that it exceeded the legislative authority set out in the *Municipal Act 2001*, S.O 2001 c. 25 (the "*Municipal Act*") and was also inconsistent with the *Residential Tenancies Act, 2006*, S. O. 2006, c. 17 (the "*RTA*"). He further alleged that the Town and Milton Fire Services had violated his s. 7 and 15 *Charter* Rights. He sought damages in the amount of \$3,980,000.

[4] The application judge found that the Town had the authority under the *Municipal Act* to enact the STR bylaw, and that there was no conflict between the STR bylaw and the *RTA*. The application judge also found that the enforcement

actions taken against the appellant by the Town and by Milton Fire Services did not violate any of his *Charter* rights. She awarded costs of \$15,504.86 to the Town and Milton Fire Services, and \$9,000 to the Gargs, who had been unnecessarily dragged into the litigation.

[5] The appellant has failed to identify any reversible errors in the application judge's analysis. Instead, he repeats the same arguments he advanced below and simply asserts that the application judge erred in his factual and legal findings.

[6] The factual findings are entitled to deference and we agree with the application judge's legal analysis that there is no conflict between the STR bylaw and the RTA. Nor is there any basis to conclude that the application judge erred in deciding that the appellant's *Charter* rights were not infringed by the Town or Milton Fire Services. We further find that the application judge did not err in exercising discretion in her award of costs.

[7] The appellant's appeal is dismissed and leave to appeal the costs order is denied.

[8] We note that on appeal the Gargs have sought a variety of additional forms of relief – see their factum paras 51 (2) to (4). This relief was not requested in the proceeding below, nor did the Gargs file a cross-appeal of the application judge's order. We therefore decline to address this additional relief, without prejudice to the right of the Gargs to request it in another forum.

[9] The appellant shall pay costs of the appeal to the Town and Milton Fire Services in the total amount of \$10,700, and to the Gargs in the amount of \$5,000, inclusive of disbursements and applicable taxes.

“B. Zarnett J.A.”

“P.J. Monahan J.A.”

“L. Madsen J.A.”