



Order under Section 69,100, and 101 Residential Tenancies Act, 2006

File Number: LTB-L-031493-24 & LTB-L-059416-24

In the matter of: 108, 27 Thorncliffe Park Drive
TORONTO Ontario M4H 1J2

Between: Centurion Property Associates Inc Landlord

And

Amir Vali Vahidy Tenant
Saida Amir Vali Vahidy

And

Unknown Occupant Unauthorized Occupant

Centurion Property Associates Inc (the 'Landlord') applied for an order to terminate the tenancy of Amir Vali Vahidy and Saida Amir Vali Vahidy (the 'Tenant') and evict Unknown Occupant (the 'Unauthorized Occupant') because the Tenant transferred occupancy of the rental unit to the Unauthorized Occupant without the Landlord's consent. The Landlord also applied for compensation by the Unauthorized Occupant for the use of the rental unit.

Centurion Property Associates Inc (the 'Landlord') applied for an order to evict (the 'Subtenant') because the subtenancy ended and the Subtenant continues to occupy the rental unit.

And

Between: Centurion Property Associates Inc. Landlord

And

Amir Vali Vahidy Tenant
Saida Amir Vali Vahidy

Centurion Property Associates Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Amir Vali Vahidy and Saida Amir Vali Vahidy (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on October 20, 2025.

The Landlord's Legal Representative Martin Zarnett, the Landlord's Agent Mmukas, the Tenants attended the hearing. The Tenants were represented at the hearing by their adult son, Asher Vali Vahidy, who gave evidence on their behalf.

Procedural History:

1. This application was adjourned from August 20, 2024, on consent of the parties.

Determinations:

REASON 1: UNAUTHORIZED TRANSFER OF OCCUPANCY

1. The Tenant transferred the occupancy of the rental unit to the Unauthorized Occupant in a manner that was not authorized by the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord did not enter into a tenancy agreement with this person.
2. The Landlord's Agent Mmukas testified that on March 28, 2024, he attended at the rental unit after he received information that the rental unit was being advertised for rent.
3. He knocked on the door and spoke with a woman who identified herself as the occupant of that rental unit. Mr. Mmukas received information that she was renting the unit, she had been living there for approximately six months, and she was paying \$1,700.00 per month.
4. The lawful rent for the unit at that time was \$1,326.77.
5. The Landlord's agent subsequently communicates with the Tenants or their representative by telephone and email. (The Tenants representative Asher Vali Vahidi) The explanation provided by the Tenants was that the occupant was a family friend. The Landlord did not accept this explanation and did not consent to any assignment or sublet.
6. The Landlord entered into evidence a screenshot of a WhatsApp advertisement dated March 28, 2024, stating: "1 bedroom apartment available – 27 Thorncliffe Park Drive – for 6 months starting April 8. Utilities included. Parking available." Below is the screenshot obtained by the Landlord:

7. The Landlord testified that no request for assignment or sublet was ever made and no consent was given.
8. The Unauthorized Occupant were in possession of the rental unit on the date the application was filed.
9. The application was filed within 60 days after the Landlord discovered the unauthorized occupancy. Upon discovering the unauthorized document on March 28, 2024, the application was filed April 12, 2024, which is within 60 days of discovery.

Tenant's evidence

10. Asher Vali Vahidy testified that the Tenants were temporarily out of the country due to a family medical emergency, medical documentation was provided to establish this. He acknowledged that the WhatsApp advertisement was posted by him but claimed it was only to check market rents and not to rent the unit.
11. He further testified that the individual found in the unit was a family friend who had been permitted to stay there on a temporary and informal basis while the Tenants were abroad. He stated that no rental agreement—written or verbal—was created with this individual and that no rent was charged or collected. He specifically denied the Landlord's allegation that the family friend was paying \$1,700.00 per month and asserted that the arrangement

was merely a favour extended during an unexpected family emergency. No documentary evidence, such as messages or correspondence, was provided to support this explanation.

Analysis

12. I find that the Landlord's evidence is consistent and corroborated by documentary evidence. I do not find the Tenants' explanation regarding the WhatsApp advertisement to be credible. The wording of the advertising clearly indicates an intention to rent the unit for a defined six-month term starting April 8, 2024. It is not reasonable to interpret this advertisement as a market inquiry.
13. The Tenants did not call the alleged family friend to testify, despite that person being a central figure in their explanation for the occupancy of the unit. The absence of this witness, who could have clarified the nature of their stay and whether rent was paid, significantly limits the weight that can be placed on the Tenants' assertions. Additionally, the Tenants did not provide any independent or corroborating evidence to challenge the Landlord's discovery or to contradict that the rental unit had been transferred to another occupant for my consideration. In the absence of such evidence, I find the Landlord's version of events and what occurred stands unrefuted.
14. I find that the Landlord has proven on a balance of probabilities that the Tenants transferred occupancy of the rental unit to an unauthorized occupant and charged rent in excess of the lawful rent. Additionally, I am satisfied that the application was filed within the statutory limitation.

Daily Compensation

15. The Landlord are entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant.
16. The Unauthorized Occupant owes the Landlord \$25,036.44 in daily compensation for use and occupation of the rental unit for the period from March 28, 2024, to the October 20, 2025.
17. Based on the Monthly rent, the daily compensation is \$43.77. This amount is calculated as follows: $\$1331.37 \times 12 \text{ months}$, divided by 365 days.
18. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
19. Regarding the Landlord's L2/N6 Application, this will be dismissed pursuant R v Kienapple [1975] 1 SCR 729, as the allegations in the A2 mirror the L2/N6 Application.

Section 83 Considerations

20. 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.

It is ordered that:

REASON 1: UNAUTHORIZED TRANSFER OF OCCUPANCY

1. The tenancy between the Landlord and the Tenant is terminated March 28, 2024.
2. The Unauthorized Occupant shall move out of the rental unit on or before February 7, 2026.
3. If the unit is not vacated by February 7, 2026, then starting February 8, 2026, the Landlord may file this order with the Court Enforcement Office (the Sheriff), so that the eviction may be enforced.
4. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord after February 8, 2026.
5. The Tenant shall pay the Landlord \$201.00 for the cost of filing the application. If the Tenant does not pay the Landlord the full amount owing by February 7, 2026, they will owe interest. This will be simple interest calculated from February 8, 2026 at 4.00% on the outstanding balance.
6. The Unauthorized Occupant shall pay to the Landlord \$25,036.44 which represents daily compensation for the use of the rental unit from March 28, 2024 to the October 20, 2025.
7. The Unauthorized Occupant shall pay to the Landlord \$43.77 per day for compensation for the use of the unit from October 21, 2025, to the date they move out of the unit.
8. The Unauthorized Occupant shall pay the Landlord the full amount owing \$25,036.44 plus daily compensation starting October 21, 2025, until moveout date, by February 7, 2026.
9. If the Unauthorized Occupant does not pay the Landlord the full amount owing by February 7, 2026, they will owe interest. This will be simple interest calculated from February 8, 2026, at 4.00% on the outstanding balance.
10. The Landlord's L2/N6 Application is dismissed.

January 27, 2026

Date Issued

Anthony Bruno

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 expires on August 8, 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.