



Order under Section 100 Residential Tenancies Act, 2006

Citation: Centurion Property Associates Inc v Adeel, 2026 ONLTB 9936

Date: 2026-01-29

File Number: LTB-L-050698-25

In the matter of: 403, 26 Thorncliffe Park Drive
Toronto, Ontario M4H 1H9

Between: Centurion Property Associates Inc Landlord

And

Muhammad Adeel Shaukat Tenant
Khalid Hamid

And

Hafizullah Hassani Unauthorized Occupants
Bibi Habiba

Centurion Property Associates Inc (the 'Landlord') applied for an order to terminate the tenancy of Muhammad Adeel Shaukat and Khalid Hamid (the 'Tenants') and evict Hafizullah Hassani and Bibi Habiba (the 'Unauthorized Occupants') 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 Occupants for the use of the rental unit.

This application was heard by videoconference on January 27, 2026.

The Landlord agent Maksim Mukaj, the Landlord's representative Martin Zarnett, the Tenant Muhammad Adeel Shaukat and Naveed Siddiqi, the agent of the Unauthorized Occupants attended the hearing.

Determinations:

1. The central issue before me is whether the Tenants transferred possession of the rental unit contrary to section 100 of the *Residential Tenancies Act, 2006*. (the 'Act').
2. The Tenant Mr. Shaukat (hereinafter 'MAS') maintains the people who are staying in the rental unit are his long-term guests and that he has not given up possession or control over the rental unit. He submits the Landlord brought this application in retaliation for his dispute over parking and his bad relationship with the Landlord's property manager Maksim Mukaj and therefore the application should be dismissed.

3. The Landlord seeks termination of the tenancy and eviction of the Tenants and the Unauthorized Occupants.
4. For the reasons below, I find the Tenant transferred the occupancy of the rental unit to the Unauthorized Occupants in a manner that was not authorized by the Act. The Landlord did not enter into a tenancy agreement with the persons.
5. On April 4 there was a maintenance request to fix the stove. At that time Mr. Velasco testified he was met at the door by children, and this was the first time he had seen them. He did not conclude at that time that there was a transfer of occupancy. It is not disputed by the Tenant that this family came to live in the rental unit in early April, 2025.
6. The Landlord first suspected there were Unauthorized Occupants of the rental unit on May 7, 2025 when Charlie Velasco attended the rental unit to fix the bathroom vanity faucet after being called in by the occupants. He was met with a family that was not either of the listed Tenants, which he can recognize on sight. They told him they were family friends and that the Tenants let them live there. Mr. Mukaj, the property manager testified he was contacted by the MAS a few days after May 7, 2025 and was told he left the apartment and left his cousins there. Mr. Mukaj works on the residential complex property, sees residents coming and going regularly and has never seen either of the Tenants at the building since May 7, 2025. No request to sublet or assign the tenancy was made.
7. In June, a dispute about the MAS's parking spot ensued. MAS acknowledged at the hearing that he did not want to reveal to the Landlord that the occupants have been using his parking spot. On June 9, 2025, an email exchange between the MAS and Landlord took place wherein the Landlord advised the MAS that only a tenant's regularly operated vehicle can occupy the parking space assigned. MAS took umbrage with this policy because he is of the view that he should be able to use his parking spot as he chooses and he refused to prove ownership of the vehicle parked in his spot.
8. It is acknowledged by the MAS that the Tenant Khalid Hamid no longer resides in the rental unit, having moved back to his home country long ago.
9. I prefer the evidence of the Landlord to MAS in this case. I say this for the following reasons.
 - I do not believe MAS when he says he periodically stays at the one-bedroom rental unit with his guests, a couple and their two older children, one of whom is teen age. He insists he sleeps on the sofa, while the parents and their 9-year-old sleep together and the 15-year-old sleeps on the floor. He produced no photos and did not explain where his possessions are.
 - MAS testifies he parks on the street and has a city parking permit, which is why he allows the occupants to use his parking spot. This makes no sense, given that MAS acknowledged he regularly added and removed parking spots over the years when he needed an extra spots for his own or guests cars. One would presume he would do the same this time. If it were cheaper to just obtain a street parking permit, that would have been done in the past. Instead, the Tenant never asked for another

parking spot. It is more probable the MAS does not park on the street because he doesn't stay in the rental unit.

- The Tenant testified he works at the Brampton head office of his company, but travels all over the region and mostly stays in hotels or Airbnb accommodations paid for by his employer. He produced no receipts showing the dates of those stays. I do not believe the Tenant when he says his employer pays for his accommodations at Airbnbs and hotels less than 1 hour from his home around Toronto region, which is a normal distance commute from the rental unit. This is contrary to most business policies and unbelievable given his employer is a charitable organization that must account for its spending.
- When asked how often he has stayed at the rental unit this past year or month, he could not recall. When asked if he stayed there last week he testified he was there Tuesday and Wednesday but was general and hesitant about when he left for work, and when he returned, although he eventually named a time frame. Normally, in my view, someone would recall the frequency with which they stayed at home or at a hotel in the past month and where else they stayed.
- He states he receives his mail at the rental unit but produced no mail with that address.
- The Tenant owns a property in Pickering Ontario with his wife. He testified they are separated but produced no separation agreement. His wife and three children live in Pickering and he insists he never stays there. Yet, he gave no explanation as to when he sees his children or if they visit the rental unit. He insists he pays no rent elsewhere, but agrees he is on the mortgage in Pickering.
- The Tenant's driver's license has had the Pickering address since 2018 when the house was purchased, although he insists he does not live there. He testified he uses the address for insurance purposes because it is cheaper and insists this is not illegal or insurance fraud. He could not recall what address Revenue Canada has been given and produced no tax documents to support that his address is the rental unit and his rental tax credit is properly declared.
- The Unauthorized Occupants were not present because they had a doctor's appointment. Although this appointment known and made prior to January 20, 2026, MAS insists it was urgently held at the hospital, which is a contradiction that was not reconciled on cross-examination. The appointment was in the morning, and although the hearing was in the afternoon there was no explanation why the Unauthorized Occupants did not attend to give evidence. There was no explanation why an interpreter could not have been arranged before that day, although Mr. Siddiqi was of aware one would be needed.
- Although the occupants are his 'cousins' and her refers to Bibi Habiba as his 'sister', he cannot say when they came to Canada. This suggests the occupants are more strangers than family, and he does not regularly live in a home with them.

10. The Landlord has the burden of proof in this case, to demonstrate on a balance of probabilities that the Tenant transferred occupancy without consent, contrary to section 100 of the Act.
11. On the whole, I found the MAS's evidence to be inconsistent, vague, and unsupported by documentary evidence. On the other hand I found the Landlord's evidence straightforward, consistent and credible. I therefore prefer the evidence of the Landlord to the Tenants as to his possession and control of the rental unit.
12. MAS insists the occupants live there for free. When asked if they have an income, he stated he believes they receive a child tax benefit, and that the husband is not working. However, in contradiction, the Mr. Siddiqi the agent testified the occupants receive Ontario Works income in addition to child tax benefits. Neither could say what amount the family earned with those sources of income. That lack of knowledge is more indicative of a stranger relationship rather than family friends who share a home.
13. The Landlord's representative referred me to two cases. The first of these is *Samuel Property Management Ltd. v. Nicholson*, 2002 CanLII 45065 (ON CA) ('**Samuel**'), wherein Laskin J.A. said at para 19:

[19] "Here, on the other hand, two other persons also "occupied" the rental unit. Where a tenant and others occupy a unit, the court must focus on whether a transfer of the occupancy occurred. The tenant's use of the unit may be relevant, but it is not decisive."
14. The second case is *2295477 Ontario Inc. v Cromwell*, 2017 ONSC 3048 (CanLII) ('**Cromwell**') in which the Court confirmed at para 10 that the law is clear a person may have more than one residence. The court noted that with two residences, it may be more difficult for the tenant to show a sufficient connection to the rental property if the tenant has purchased a home for example, as was the case in *Samuel*.
15. Following *Samuel*, and *Cromwell*, I find that the question in this case is whether MAS transferred occupancy of the unit even though MAS may at times only have slept there. As also found in *Nicholson*, the objective and common-sense answer to that question is 'yes'.
16. Although MAS could take on another roommate after Mr. Hamid left, that is not what happened in this one-bedroom apartment. This is not a cottage or a weekly residence with weekends elsewhere. Instead, it is more probably that MAS maintains a house elsewhere in Pickering and actually lives there. When four other people moved into the one-bedroom, he gave, without the consent of the Landlord, the day-to-day occupancy of the rental unit to those people. There is sufficient evidence to conclude he does not share that occupancy on a balance of probabilities.
17. I accept that MAS testified he pays the rent, which is not disputed by the Landlord. Similarly to *Nicholson*, a case where the tenant paid the rent, but charged the occupants, I find the payment of rent not determinative, but only one factor which may demonstrate occupancy. I find MAS's payment of rent on behalf of the unauthorized occupants, and

periodic sleep over, is an insufficient connection to the rental unit. MAS is not present to deal with maintenance issues, does not stay there with any regularity, and maintains a house somewhere else. MAS does not visit with his children there. He does not work from the rental unit. He does not maintain a bedroom there. He does not use the parking spot. The other joint tenant Khalid Hamid has left the country and vacated.

18. I agree with the Landlord that these findings are consistent with a purposive interpretation of section 100 of the Act. Its purpose is to protect the Landlord's expectation that the person with whom it contracted has a sufficient level of interest in the rental unit and, to protect the Landlord's right to approve of anyone else who wishes to take over the unit.
19. The Unauthorized Occupants were in possession of the rental unit on the date the application was filed.
20. The application was filed within 60 days after the Landlord discovered the unauthorized occupancy. The Landlord filed this application on June 17, 2026, after discovering on May 7, 2026, that the Tenants transferred occupancy.

No Mandatory Relief from Eviction

21. The Tenant claims this application is retaliation, and therefore it is mandatory pursuant to section 83(3) of the Act that the Landlord's application be dismissed.
22. *MacNeil v. 976445 Ontario Ltd.*, [2005] O.J. No. 6362 (Ont. Div Ct.), leave to appeal to C.A. refused (Sept 27, 2005), and *Puterbough v. Canada (Public Works and Government Services)*, [2007] O.J. No. 748 (Ont. Div Ct.) stand for the proposition that the reason for the Landlord filing an application must be either the sole or primary reason for the application being brought. It does not have to be the only reason.
23. In this case I find that the Landlord's primary reason to bring this application was grounded in fact and was to pursue their legal rights under the Act. It was not retaliation against MAS. There is ample evidence that before the parties engaged in the parking dispute, the Landlord had been investigating unauthorized occupation of the rental unit. From the date the Landlord has sufficient evidence to suspect there was unauthorized occupation, the Landlord has 60 days to bring this application.
24. The proximity of filing this application to the parking dispute is relevant only in so far as it was the final piece of evidence the Landlord required to conclude there was an unauthorized transfer. I say this because the MAS refused on June 9, 2025 and in the conversation with the Landlord on June 11, 2025, to provide the ownership of the vehicle occupying the parking spoke. He did not want the Landlord to know that the occupants were the ones using that spot. It is reasonable that the Landlord would, in consultation with legal counsel, want and need to file their application before July 7, 2025 based on the entirety of the circumstances.
25. I note that parking was last an issue when MAS cancelled one of his two parking spots as of December 31, 2024. Prior to that, the two parking spots were ordered in June of 2024. MAS gave evidence of a dispute in 2016 between himself and Mr. Murtaj, but I find the too

far in the past to have motivated as a primary cause, the Landlord's application. I also note that the Landlord is seeking termination and eviction of both Tenants and unauthorized occupants, not just Muhammad Adeel Shaukat, who has a poor relationship with the Landlord's property manager.

26. This is not a hearing of what the Tenants' rights are with respect to a parking spot, and I make no determinations in that regard.

Daily Compensation

27. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant.
28. There are no arrears of rent or daily compensation which is paid to January 31 2026.
29. The Unauthorized Occupants owe the Landlord daily compensation for use and occupation of the rental unit for the period from February 1, 2026 to the date the Unauthorized Occupants vacate the rental unit.
30. Based on the Monthly rent, the daily compensation is \$42.45. This amount is calculated as follows: \$1291.18 x 12 months, divided by 365 days.
31. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs which should be paid by the Tenant.

Section 83 Considerations

32. 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 not be unfair to postpone the eviction until March 31, 2026 pursuant to subsection 83(1)(b) of the Act.
33. Although the Unauthorized Occupants did not attend to give evidence of their circumstances, MAS and Mr. Siddiqi gave evidence that Bibi Habiba is pregnant, and the couple have two children ages 9 and 15. Based on the income information provided to me they will have difficulty finding alternate accommodations for a family of 4 that they can afford. Two months is, in my view is a reasonable period of time, however.
34. The Landlord stated they would agree with a termination as late as March 31, 2026, and I agree that this date would not be unfair in the circumstances.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated.
2. The Unauthorized Occupants shall move out of the rental unit on or before March 31, 2026.

3. If the unit is not vacated by February 28, 2026, then starting March 1, 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 March 1, 2026.
5. The Unauthorized Occupants shall pay to the Landlord \$42.45 per day for compensation for the use of the unit from January 28, 2026 to the date they move out of the unit.
6. The Tenants shall pay the Landlord \$201.00 for the cost of filing the application.
7. The Unauthorized Occupants and Tenants shall each pay the Landlord the full amount they each owe by March 31, 2026.
8. If the Unauthorized Occupants and Tenants do not pay the Landlord the full amount they each owe by February 9, 2026 they will owe interest. This will be simple interest calculated from February 10, 2026 at 4.00% on the outstanding balance.

January 29, 2026

Date Issued

Julie Broderick

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 September 1, 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.