



**Order under Section 100
Residential Tenancies Act, 2006**

File Number: LTB-L-082958-25

In the matter of: 210, 4 BALMORAL PL
BROCKVILLE ON K6V6K1

Between: Sireg Management Inc Landlord

And

Diane Landry Tenant

And

Darlene Landry Unauthorized Occupant

Sireg Management Inc (the 'Landlord') applied for an order to terminate the tenancy of Diane Landry (the 'Tenant') and evict Darlene Landry (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.

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

The Landlord's Agent, Amir Tharik, the Unauthorized Occupant's Legal Representative, Cathy Easter, and the Unauthorized Occupant attended the hearing. Stephanie Edwards ('SE'), testified on behalf of the Landlord, and Stephanie Landry ('SL'), testified on behalf of the Unauthorized Occupant.

Determinations:

1. For the reasons that follow, Darlene Landry is an Unauthorized Occupant and must vacate the rental unit on or before April 15, 2026. The Unauthorized Occupant must also pay the Landlord the application filing fee, and daily compensation for the rental unit starting September 1, 2025, until the Unauthorized Occupant vacates the rental unit.
2. The A2 application was filed on September 29, 2025 and claims that Darlene Landry is an Unauthorized Occupant under section 100 of the *Residential Tenancies Act*, (the 'Act'). The Landlord's position is that they discovered the Tenant died on August 25, 2025, and the Unauthorized Occupant remained in the rental unit with no tenancy agreement with the Landlord. The Unauthorized Occupant's position is that she is a tenant because the Landlord knew about the Unauthorized Occupant on February 2, 2025, treated her as a tenant by accepting rent, and therefore failed to file the application within the 60 days in accordance with section 100(2) of the Act.

3. SE, the Supervisor for the Landlord, testified that she discovered the Tenant was deceased on August 25, 2025. At that point, the Landlord sent the Unauthorized Occupant a letter dated September 4, 2025. In that letter, the Landlord stated the Unauthorized Occupant must either vacate the unit by September 30, 2025, or apply for a new lease agreement.
4. The Unauthorized Occupant acknowledged she received the letter from the Landlord but that she never followed up nor responded to it. The Unauthorized Occupant also acknowledged she never applied for a new lease agreement with the Landlord.
5. The Unauthorized Occupant states that in January 2025, the Tenant and the Tenant's granddaughter applied for a rental unit in another adjacent building. The Tenant gave an N9 Notice to End the Tenancy to the Landlord on January 21, 2025, for a termination date of March 31, 2025. The Landlord responded to the Tenant on January 27, 2025 to acknowledge the Tenant was moving out and provided the Tenant with a move out package.
6. However, the Tenant and the Tenant's granddaughter did not get approved to rent the rental unit in the adjacent building. On February 2, 2025, the Tenant and the Unauthorized Occupant wrote the Landlord indicating they will continue their tenancy at their current rental unit and would be revoking the N9 Notice because they were not approved for the other rental unit. The Landlord did not respond to the letter.
7. The Unauthorized Occupant's Legal Representative submits that because the Landlord failed to respond to the letter and 60 days elapsed, that this meant the Unauthorized Tenant is now a tenant under section 100(2) of the Act.
8. The Unauthorized Occupant also submits that the Tenant moved out of the rental unit in and around January 2025 due to sickness, staying with her granddaughter and in the hospital, and never moved back in the rental unit. The Landlord had no knowledge that the Tenant vacated due to sickness and there was no evidence presented at the hearing that would suggest otherwise.
9. The Unauthorized Occupant provided into evidence a document that she claims proves she was considered a tenant. A document titled, "Landlord Consent to Receive Payment" form was presented into evidence which is a document that provides the Landlord to receive rent payments from the Portable Housing Benefit on behalf of the Tenant. In this document, the Unauthorized Occupant is listed as a tenant. SE does not deny signing the form but that it was to help pay the rent and does not consider her a tenant. SE did accept rent payments from the Unauthorized Occupant.
10. SE testified that once they discovered the Tenant was deceased, they stopped accepting rent from the Unauthorized Tenant beginning September 1, 2025.

Analysis

11. Section 100(2) of the Act states:

An application under subsection (1) must be made no later than 60 days after the landlord discovers the unauthorized occupancy.

12. On a balance of probabilities, I find that on August 25, 2025, is the date the Landlord first became aware of the Tenant's death. The Landlord filed the application on September 29, 2025, which is within 60 days of the Act. The Landlord was aware there was an occupant in the rental unit, and on September 4, 2025, sent the occupant a letter about options to vacate or apply for a new tenancy, in which neither were done.
13. I do not accept the Unauthorized Occupant's position that because the Landlord failed to respond to a letter dated February 2, 2025, about remaining in the rental unit, how this would trigger the 60-day notice in accordance with the Act. Section 100(2) of the Act is about discovering an unauthorized tenancy, and I accept that the Landlord was aware and knew that the Tenant and the Unauthorized Occupant were remaining in the rental unit. There was no unauthorized tenancy to discover.
14. I am not satisfied that at any time there was an agreement between the Landlord or the Unauthorized Occupant that the Unauthorized Occupant is somehow a tenant. While the Landlord knew that the occupant was living in the rental unit, this did not confer on the occupant the status of a tenant, nor in and of itself some sort of automatic transfer of rights due to the tenant's death. The Unauthorized Occupants testified she made no attempts to contact the Landlord to enter into a new lease agreement with the Landlord.
15. The Unauthorized Tenant participated in paying rent while the Tenant was still alive and although a form was signed to authorize payments through a third party, whereby listing the Unauthorized Occupant as a tenant, does not constitute a tenancy agreement between the parties. Further, just because the Landlord accepted monthly rent payments during her occupancy does not somehow mean that the occupant is now a tenant and that a tenancy agreement is in place.
16. For the reasons as stated above, Darlene Landry is an Unauthorized Occupant.

Daily Compensation

17. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant.
18. The Unauthorized Occupant owes the Landlord \$4,840.78 in daily compensation for use and occupation of the rental unit for the period from September 1, 2025 to the January 20, 2026.
19. Based on the Monthly rent, the daily compensation is \$34.09. This amount is calculated as follows: $\$1036.80 \times 12 \text{ months}$, divided by 365 days.
20. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Section 83 Considerations

21. The Landlord is open to having the tenancy end at the end of February 2026 to allow the Unauthorized Occupant time to find another rental unit.
22. The Unauthorized Occupant has lived in the rental unit for 10 years, is a good occupant who states has never caused problems, and states rent has always been paid. She has health issues such as diverticulitis and fibromyalgia, and some mental health issues such as depression. The Unauthorized Occupant indicated she has nowhere to go, and that she fears she will be homeless and requires as much time as possible should she be ordered to vacate.
23. 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 April 15, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated.
2. The Unauthorized Occupant shall move out of the rental unit on or before April 15, 2026.
3. If the unit is not vacated by April 15, 2026, then starting April 16, 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 April 16, 2026.
5. The Unauthorized Occupant shall pay to the Landlord \$4,840.78 which represents daily compensation for the use of the rental unit from September 1, 2025 to the January 20, 2026.
6. The Unauthorized Occupant shall also pay to the Landlord \$34.09 per day for compensation for the use of the unit from January 21, 2026 to the date they move out of the unit.
7. The Unauthorized Occupant shall also pay the Landlord \$201.00 for the cost of filing the application.
8. If the Unauthorized Occupant does not pay the Landlord the full amount owing 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

Paula West Oreskovich
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 October 16, 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.