



**Amended Order
Order under Section 100
Residential Tenancies Act, 2006
And Section 21.1 of the Statutory Powers Procedure Act**

Citation: SB Property Rentals Inc v Wei, 2026 ONLTB 13665

Date: 2026-02-10

Date Amended: 2026-02-17

File Number: LTB-L-089552-24

In the matter of: **208, 35 Esterbrooke Avenue
Toronto ON M2J2C6**

Between:	SB Property Rentals Inc	Landlord
	And	
	Zhen Wei	Tenant
	And	
	Liwen Zeng	Unauthorized Occupant

SB Property Rentals Inc (the 'Landlord') applied for an order to terminate the tenancy of Zhen Wei (the 'Tenant') and evict Liwen Zeng (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 May 12, 2025.

The Landlord's Agent, Sam Roth, the Landlord's Legal Representative, Christopher Hall, the Tenant, and the Unauthorized Occupant attended the hearing.

I have considered all of the evidence presented at the hearing and all of the oral testimony, and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

This amended order is issued to correct a clerical omission in the order issued February 10, 2026.

Determinations:

Preliminary Issue: Translation Services

1. At the hearing, the Unauthorized Occupant appeared to have a difficulty communicating in English. However, the Unauthorized Occupant made no application for a translator, nor did they arrange for one to appear at the hearing, despite having received the notice of hearing in February 2025.
2. When asked simplified questions, however, the Unauthorized Occupant was able to answer effectively and be understood. I was therefore satisfied that the Unauthorized Occupant could reasonably participate in the proceedings, and the hearing continued using simpler language.

A2 Application:

3. As explained below, per section 100(1) of the *Residential Tenancies Act, 2006*, (the 'Act'), the Tenant transferred the occupancy of the rental unit to the Unauthorized Occupant in a manner that was not authorized by the Act. Since the Landlord did not enter into a tenancy agreement with the Unauthorized Occupant, they must vacate the unit on or before February 21, 2026.
4. The Unauthorized Occupant was in possession of the rental unit on the date the application was filed.
5. The parties do not dispute that the lease was assigned to the Tenant on May 5, 2017 with the Landlord's consent. The Landlord also does not dispute that they were aware of the Unauthorized Occupant's presence in the unit when the Landlord's Agent attended the unit in April 2024 for a unit inspection.
6. The Unauthorized Occupant moved into the unit as the Tenant's roommate in May 2021, and would pay the Tenant \$500.00 per month towards the rent.
7. The Tenant testified he vacated the unit on August 1, 2024 and currently lives in his own condominium in Richmond Hill with his parents. The Tenant testified he told the Unauthorized Occupant in December 2024 that his parents were coming to Canada to live with him, so he would be terminating the tenancy but would ask the Landlord if he could assign the lease to the Unauthorized Occupant.
8. The parties do not dispute that the Property Manager was approached about possibly agreeing to a sublet or assignment of the tenancy around April/May 2024, but no application was submitted, and no agreement was reached.
9. The parties also do not dispute that no N11 agreement was signed by the Landlord and Tenant to terminate the tenancy. The Tenant also did not submit any evidence that they had given the Landlord notice they were vacating the unit or that they were going to terminate the tenancy of their own accord.
10. The Tenant testified that his paralegal gave the Unauthorized Occupant a letter on July 5, 2024 stating that the Unauthorized Occupant would need to move out once the Tenant vacated the unit, but the Unauthorized Occupant refused to leave.

11. The Landlord's Agent testified that they inspected the unit on October 22, 2024 and found the Unauthorized Occupant present but not the Tenant. The Landlord's Agent then contacted the Tenant by phone to discuss the unclean state of the unit and was told that the Tenant was going between the Tenant's Richmond Hill home and the rental unit. The Tenant did not dispute that he was not living in the unit anymore when asked by the Landlord's Agent on the phone.
12. Pursuant to subsection 100(2) the *Residential Tenancies Act, 2006* ('Act'), the Landlord must file the application within 60 days after the Landlord discovered the unauthorized occupancy of the rental unit. In this instance, the Landlord's Agent filed the application on October 24, 2024, within the 60-day time limit set out in the Act.
13. The Unauthorized Occupant testified that he has been living in the unit for four years, and the Landlord is aware of their presence. He has also been paying rent for the unit since the Tenant vacated by paying the Tenant who then remits it to the Landlord. The Landlord also provided the Unauthorized Occupant with a replacement key to the unit when he lost his at some point in 2021, however, the Unauthorized Occupant did not provide any further details regarding the interaction, including which Landlord Agent he spoke to, nor any supporting documentation to substantiate his claim.
14. Based on the evidence and submissions before me, and in consideration of subsection 100(1) of the Act, I am satisfied, on a balance of probabilities, that the Tenant transferred the occupancy of the rental unit to the Unauthorized Occupant in a manner that was not authorized by the Act. The Tenant testified that he vacated the unit on August 1, 2024. The parties did not agree to terminate the tenancy prior to the Tenant vacating the unit, nor did the Tenant show they provided notice to the Landlord of their intent to terminate the lease. The Landlord's Agent discovered on October 22, 2024 that the Tenant had vacated the rental unit and the Unauthorized Occupant remained, and the parties do not dispute that approval for transfer of the tenancy was not obtained from the Landlord.
15. Per subsection 103(2) of the Act, the Landlord's acceptance of compensation from the Unauthorized Occupant for use and occupation of the rental unit does not create a new tenancy unless the Landlord and Unauthorized Occupant agree otherwise. In this instance, there was no supporting evidence to show that the Landlord and Unauthorized Occupant agreed to create a tenancy by the Landlord accepting compensation.
16. The Unauthorized Occupant tried to establish that essentially there was an implied tenancy created between him and the Landlord since the Landlord was aware of his presence in the unit since 2021 and even provided him with a replacement key when asked. However, I am not satisfied this reasoning is sufficient to find the parties intended for the Unauthorized Occupant to be a tenant. The mere fact the Landlord is aware of an occupant in a unit, does not mean they accept that occupant as a tenant. Furthermore, there was insufficient evidence and details regarding how the Unauthorized Occupant was provided with a replacement key to lead me to believe it was solely because the Landlord regarded them as a tenant. Consequently, I am not satisfied on the balance of probabilities that the Landlord entered into any new tenancy agreement with the Unauthorized Occupant.

Daily Compensation

17. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant. However, the Landlord's Legal Representative confirmed that the Unauthorized Occupant has paid all daily compensation owing as of the date of the hearing.
18. Based on the Monthly rent, the daily compensation is \$54.78. This amount is calculated as follows: \$1666.26 x 12 months, divided by 365 days.
19. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs by the Unauthorized Occupant who has been told to vacate the unit by both the Landlord and the Tenant but continues to remain.

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. The Tenant vacated the unit in August 2024, and, as such, the issue of subsection 83 considerations is moot. However, I did canvass the Unauthorized Occupant for their submissions as an interested party, but they did not provide any further detail regarding their circumstances and could not give an estimate of how much time they would need to find other accommodation.

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 February 21, 2026.
3. If the unit is not vacated by February 21, 2026, then starting February 22, 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 22, 2026.
5. The Unauthorized Occupant shall pay to the Landlord \$54.78 per day for compensation for the use of the unit from May 13, 2025 to the date they move out of the unit.
6. The Unauthorized Occupant shall also pay the Landlord \$201.00 for the cost of filing the application.
7. The Unauthorized Occupant shall pay the Landlord the full amount owing by February 21, 2026.

8. If the Unauthorized Occupant/Tenant does not pay the Landlord the full amount owing by February 21, 2026 they will owe interest. This will be simple interest calculated from February 22, 2026 at 4.00% on the outstanding balance.

February 10, 2026

Date Issued

Fotoula Hatzantonis

Member, Landlord and Tenant Board

February 17, 2026

Date Amended

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 22, 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.