



Order under Section 100 Residential Tenancies Act, 2006

Citation: Myrt-El-Inc. v Golomb, 2026 ONLTB 13670

Date: 2026-02-09

File Number: LTB-L-035952-25

In the matter of: 403, 101 Marlee Avenue
Toronto Ontario M6E3B4

Between: Myrt-El-Inc. Landlord

And

Edith Golomb Tenant

And

Alexander Golomb Avramov Unauthorized Occupant

Myrt-El-Inc. (the 'Landlord') applied for an order to terminate the tenancy of Edith Golomb (the 'Tenant') and evict Alexander Golomb Avramov (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 December 1, 2025.

The Landlord's legal representative, G. Paine, the Landlord's agent, B. Xhafa, the Tenant, and the Unauthorized Occupant, attended the hearing. L. Avramov, the Tenant's witness also attended the hearing.

Determinations:

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. As a result, the Unauthorized Occupant must move out of the unit on or before April 30, 2026.
2. The Unauthorized Occupant was in possession of the rental unit on the date the application was filed.
3. On April 22, 2025, the Landlord filed an A2 Application with the Board stating that the Tenant had transferred the tenancy to another person without the Landlord's consent and requesting that the Board terminate the tenancy and evict the unauthorized occupant.

4. Bestar Xhafa (BX), the Landlord's property manager testified that in March 2015, the Landlord became aware that nurses were attending at the rental unit to provide care services to the Tenant. BX further testified that the Tenant's son, Alexander Golomb (AG) moved into the unit around the same time to assist in caring for the Tenant. BX acknowledged that since 2021, all communication regarding rent payments and maintenance issues have been conducted solely with AG.
5. BX referred to the Tenant's evidence, ID #6850721, and testified that on December 6, 2021, AG e-mailed the Landlord advising that they would start to pay market rent. BX submitted that the Landlord has never authorized the Tenant to sublet or assign the rental unit and has repeatedly advised the Tenant that AG is not a lawful Tenant. The issue was never escalated because as of December 2021, the Tenant remained in the unit.
6. BX testified that the Landlord maintains staff at the residential complex 24 hours per day, 7 days per week. In early March 2025, staff advised BX that they had not observed nurses attending at the rental unit and that the Tenant may no longer be residing there. On March 4, 2025, the Landlord issued a letter to the Tenant advising that they had become aware that she may not be residing in the unit and requested confirmation as to whether she intended to return. The letter further stated that although AG was remitting rent payments, he is not a leaseholder under the tenancy agreement.
7. BX testified that no response was received from the Tenant. As a result, on March 28, 2025, a legal letter was issued to the Tenant requesting an in-person meeting. On April 3, 2025, AG responded advising that he was unable to attend an in-person meeting and alleged that a second lease had been signed in 2005. BX asserts that no additional leases agreements have been executed by the Landlord. It was undisputed that, as of the hearing, neither the Tenant nor AG had advised the Landlord that the Tenant had vacated the rental unit. The Landlord seeks termination of the tenancy on the grounds that the Tenant transferred occupancy of the rental unit to her son AG, without the consent of the Landlord.
8. Laura Avramov (LA), the Tenant's daughter, testified that AG moved into the rental unit in or around November or December 2011 to become the Tenant's primary caregiver. LA further testified that since moving into the rental unit, AG has paid the rent and parking charges.
9. LA testified that the Tenant is 79 years old and will be turning 80 in June. She stated that the Tenant has experienced a serious cognitive decline and suffers from dementia. In early 2023, the Tenant was placed on a waiting list for long-term care and obtained a placement in less than one year. The Tenant moved into the Heritage Nursing Home in late 2023 but is now currently residing at Baycrest Long Term Care Home. In cross examination, LA acknowledged that neither she, the Tenant nor AG had told the Landlord that the Tenant had moved out of the unit.
10. LA testified that although AG made every effort to keep the Tenant in the rental unit, the Tenant requires full-time care which would only be possible in the rental unit if there was a substantial change in financial circumstances, such as winning the lottery.

11. AG, the Unauthorized Occupant, testified that he has been paying rent for the rental unit since 2000 and maintained continuous communication with the Landlord. He stated that he considers the unit his home and that all of his identification documents list the rental unit as his home address.
12. AG testified that he feels surveilled by the Landlord and that there is no need for the Landlord to inquire with the nurses regarding the Tenant. He further stated that over the last 15 years, he has maintained a tenant-landlord relationship with the Landlord without issue.
13. AG testified that the Tenant moved out in the fall of 2023, but her personal belongings remain in the unit. He explained that the Tenant has been in and out of hospitals and that he attempted to keep her in the unit, but this proved impossible. AG indicated that if additional funds were available, the Tenant might be able to return to the unit. As it stands, he is uncertain whether she can return.
14. AG testified that a new lease adding him as a Tenant was executed sometime in 2015/2016, however, he did not provide a copy of the alleged lease to substantiate his testimony. AG submits that because the Landlord accepted rent payments from him, he should be considered a lawful Tenant. In the alternative, he argues that the Tenant has not vacated the unit because her personal belongings remain there, and therefore no illegal transfer of occupancy has occurred. In a further alternative, AG suggests that the Landlord has been aware since 2023 that the Tenant had moved out and aware of his continued occupancy of the unit, and on that basis, he should be considered a lawful Tenant and the Landlord's application should be dismissed.

Analysis

15. An A2 application is founded on section 100 of the Act, which states:

“(1) If a tenant transfers the occupancy of a rental unit to a person in a manner other than by an assignment authorized under section 95 or a subletting authorized under section 97, the landlord may apply to the Board for an order terminating the tenancy and evicting the tenant and the person to whom occupancy of the rental unit was transferred.

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

16. In order for the Board to find an illegal transfer of occupancy, it must first determine whether the Tenant has vacated the unit. Based on the evidence and submissions before me, on a balance of probabilities, I find the Tenant vacated the unit sometime in the fall of 2023.
17. I say this for the following reasons. Both AG and LA testified that the Tenant requires full-time care and can no longer reside in the unit. Although both expressed a desire for the Tenant to remain in the rental unit, they cannot afford at-home-care services and indicated that doing so would only be financially possible under exceptional circumstances. The

Tenant has resided in long-term care since the fall of 2023 and has not returned to the unit. I accept AG's testimony that the Tenant's personal belongings remain in the unit, however, on a balance of probabilities, I find it more likely than not, that the Tenant will not return to the rental unit. As a result, the occupancy of the unit has effectively been transferred to AG who continues to reside in the unit.

Is AG a lawful Tenant

18. It was undisputed that AG moved into the unit to care for the Tenant. The parties disagreed on the exact date that AG moved in, but agreed that his occupancy commenced after the Tenant began residing in the unit. It was also undisputed that AG has been paying the rent on behalf of the Tenant and, since at least 2021, has maintained communication with the Landlord regarding the rental unit. AG testified that there was a second lease agreement signed by the parties in 2015/2016 including him as a lawful Tenant, however, this is denied by the Landlord and AG did not submit any documentary evidence, such as a copy of the alleged lease agreement, to substantiate his claim.
19. Subsection 100(2) of the Act provides that an application under subsection (1) must be made no later than 60 days after the landlord discovers the unauthorized occupancy.
20. Subsection 103(2) of the Act provides that a landlord does not create a tenancy with an unauthorized occupant of a rental unit by accepting compensation for the use and occupation of the rental unit, unless the landlord and unauthorized occupant agree otherwise.
21. BX testified that no lease agreement was entered into with AG. I prefer BX's testimony based on the letters sent to the Tenant advising that AG is not a lawful Tenant, AG failed to produce the second alleged lease agreement and because both AG and LA testified that they had not told the Landlord that the Tenant had vacated the rental unit.
22. On a balance of probabilities, I find that AG is not a lawful Tenant, the Landlord did not enter into a lease agreement with AG and the Landlord did not become aware of the unauthorized occupancy until March 2025. As the Landlord filed their application on April 22, 2025, I find that the Landlord is in compliance with subsection 100(2) of the Act.
23. Accordingly, on a balance of probabilities, I find that the Tenant transferred the occupancy of the rental unit to AG, the Unauthorized Occupant in a manner that was not authorized by the Act and the Landlord did not enter into a tenancy agreement with AG.

Section 83 considerations

24. AG testified that he has been living in the rental unit for 15 years, he has made material contributions to the rental unit. He stated that in 2011 he was on a housing waiting list but he lost his opportunity because he failed to respond to a letter. Because he was providing care to the Tenant, he did not reapply to the waiting list.
25. AG also testified that he has vascular problems, cannot stand for long periods of time, and is unable to work. He is currently scheduled to attend an ODSP hearing on March 9, 2026.

AG submits that he has the ability to afford the rent, having been paying it on his own since the Tenant vacated in 2023 and therefore requests to stay as a Tenant in the unit.

26. Based on the submissions made before me, 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. I acknowledge that AG has occupied the unit for a long period of time, however, the occupancy was transferred in an unauthorized manner.
27. Accordingly, the tenancy must terminate. I find that providing the Unauthorized Occupant with an eviction delayed to April 30, 2026, is reasonable and appropriate in the circumstances. Allowing AG to stay in the unit until April 30, 2026 will allow AG to secure alternative accommodations.

Daily Compensation

28. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant.
29. The Unauthorized Occupant owes the Landlord \$7,992.27 in daily compensation for use and occupation of the rental unit for the period from April 3, 2025 to the December 1, 2025. Any payments made towards rent shall be deducted from this amount.
30. Based on the Monthly rent, the daily compensation is \$32.89. This amount is calculated as follows: $\$1000.26 \times 12 \text{ months}$, divided by 365 days.
31. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

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 30, 2026.
3. If the unit is not vacated by April 30, 2026, then starting May 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 May 1, 2026.
5. The Unauthorized Occupant shall pay to the Landlord \$7,992.27 which represents daily compensation for the use of the rental unit from April 3, 2025 to the December 1, 2025. Any payments made by the Unauthorized Occupant shall be deducted from this amount.

6. The Unauthorized Occupant shall also pay to the Landlord \$32.89 per day for compensation for the use of the unit from December 2, 2025 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. The Unauthorized Occupant shall pay the Landlord the full amount owing by March 6, 2026.
9. If the Unauthorized Occupant does not pay the Landlord the full amount owing by March 6, 2026 they will owe interest. This will be simple interest calculated from March 7, 2026 at 4.00% on the outstanding balance.

February 23, 2026
Date Issued

Mayra Sawicki
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 November 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.