



Order under Section 100 101 Residential Tenancies Act, 2006

Citation: The Danny Developments Inc v Pilgrim, 2026 ONLTB 16928

Date: 2026-02-25

File Number: LTB-L-064996-25

In the matter of: 703, 2369 Danforth Avenue
Toronto Ontario M4C0B1

Between: The Danny Developments Inc Landlord

And

The Estate of Nicole Pilgrim Tenant

And

Peter Callas Unauthorized Occupant

The Danny Developments Inc (the 'Landlord') applied for an order to terminate the tenancy of The Estate of Nicole Pilgrim (the 'Tenant') and evict Peter Callas (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 February 19, 2026.

The Landlord's Property Administrator, Alex Duenas-Botelho attended the hearing.

The Tenant is deceased.

As of 11:20 am the Unauthorized Occupant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Amending the Application:

1. The application is amended to change the Tenants name from Nicole Pilgrim to The Estate of Nicole Pilgrim.

Determinations:

2. 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.

3. The Unauthorized Occupant was in possession of the rental unit on the date the application was filed.
4. The application was filed within 60 days after the Landlord discovered the unauthorized occupant. The Landlord discovered the unauthorized occupant on June 3, 2025, and the application was filed on July 22, 2025.

Landlord's Uncontested Evidence

5. The Landlord's Property Administrator, Alex Duenas-Botelho testified that Nicole Pilgrim was the only Tenant on the lease.
6. He testified he was aware that the Tenant's son was residing with her, however, was not a named occupant on the lease.
7. He testified the Tenant had not paid rent for May or June 2025, so they sent an email to her asking when she was able to pay the rent arrears.
8. He testified on June 3, 2025, he was notified by the Tenant's son, Peter Callas that his mother had passed away unexpectedly but he did not provide a date of death. DOC-7394931.
9. He testified he found an obituary that he believes may be the Tenant as it has her correct first, middle and last name and the date of death on the obituary is January 28, 2025, and that she passed away at the age of 49. but has no way to verify if that is her.
10. At the hearing I provided him with an opportunity to try to obtain a copy of the Tenant's identification that was used when she applied for the lease. He was able to secure this identification from the Real Estate Brokerage that handled the lease transaction which shows her full name of Nicole Denise Pilgrim and date of birth of March 11, 1975, which matches the obituary from Dignity Memorial. DOC-7402213 and DOC-7402218.
11. He testified that June 3, 2025, was the date that he first became aware that the son remained as an authorized occupant in the rental unit.
12. He testified the Tenant's son, Peter Callas indicated that he would like to continue to reside in the rental unit and asked the Landlord what the next steps were and asked the Landlord to provide the outstanding rent arrears so you could pay them. DOC-7394931.
13. He testified the Landlord responded to him on June 9, 2025, and advised him that since his mother was the only Tenant named on the lease, that he would need to enter a new one-year lease if he wished to reside in the rental unit. It was explained to the Tenant that he needed to go through the proper screening procedure of the Landlord before the Landlord would consider entering a lease with him. The Landlord required the following documents from him: DOC-7394931.
 - Three months of recent pay stubs
 - A current employment letter

- A credit check
- References
- Photo ID

14. He testified there was no response from Peter Callus, so the Landlord reached back out to him by email on June 11, 2025, asking him to follow up on the email and to contact the Landlord if he had any questions. DOC-7394931.
15. He testified the Landlord has tried to connect with email several more times by email, called him with no response and knocked on the door of the rental unit.
16. He testified there has been no follow up or response from Peter Callas.
17. He testified the Landlord has not entered into an agreement with the unauthorized occupant.
18. He testified that the lawful monthly rent when the Tenant passed away was \$2,700.00 per month.
19. He testified the Tenants rent was paid up until May 30, 2025, and the Landlord was receiving the payments by e transfer from Nicole Pilgrims account. He believes that the Tenant's son must have been sending these after her death on January 28, 2025.
20. He testified that the unauthorized occupant has not paid any rent to the Landlord for the use of the rental unit.

Analysis

21. This application is about what happens when a Tenant moves out of a rental unit leaving an occupant behind.
22. The Board needs to know on applications such as this is: when did the Tenant move out; when did the Landlord know the Tenant moved out; was the application filed within 60 days of the Landlord discovering the Tenant had moved out; and did the Landlord enter into a new tenancy agreement with the Unauthorized Occupant?
23. The reason the Board needs to know when the Tenant moved out is because this is the triggering event that turns a legal occupant (which is what a guest or roommate is) into an Unauthorized Occupant. In the language of the Act, by moving out the Tenant "transferred occupancy" to the Occupant which is why he suddenly became an Unauthorized Occupant even though the Landlord knew he was living there. In other words, what the provisions of the Act are intended to deal with is control of the rental unit. Once the Tenant moved out it was the Unauthorized Occupant who was in possession and control of the unit. It is this unauthorized transfer of control that the Act seeks to remedy.
24. Subsection 100(1) says:

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.

25. As can be seen from the wording of this provision, not all transfers of control of the unit are improper. Transfers that occur with the Landlord's consent under s. 95 or s. 97 are authorized transfers. The ones section 100 addresses are transfers of control of the unit where the Landlord has not consented.
26. The other reason the date the Tenant moved out of the unit is important is because that is also the triggering date for compensation. Pursuant to section 103 of the Act the Landlord can apply for compensation for use of the unit by an Unauthorized Occupant. Prior to the Tenant moving out the Landlord had no legal right to pursue the Occupant for rent or compensation because he was not yet an Unauthorized Occupant.
27. I accept the uncontested evidence of the Landlord that the day the Landlord first discovered there was an Unauthorized Occupant was June 3rd, 2025, when the Tenant's son let the Landlord know, his mother had passed away. The Landlord would not have had any knowledge of her passing on January 28, 2025, as the Landlord continued to receive rent payments up to May 31, 2025.
28. Therefore, I find that the Tenant transferred occupancy of the rental unit to the unauthorized occupant in a manner that was not authorized by the Act. The date that the unauthorized transfer occurred was February 28, 2025, which represents the day after the tenancy was terminated between the Tenant and the Landlord, being thirty days 30 days after the Tenant, Nicole Pilgrim passed away. Section 91 of the RTA reads in part:
- 91 (1) If a tenant of a rental unit dies and there are no other tenants of the rental unit, the tenancy shall be deemed to be terminated 30 days after the death of the tenant.
29. The Landlord discovered the Tenant, Nicole Pilgrim passed away on June 3, 2025, and discovered the unauthorized occupant on the same day, the application was filed with the Board on July 22, 2025. I am satisfied it was filed within the 60-day period after the Landlord discovered the Unauthorized Occupant.
30. The final question here is did the Landlord enter into a tenancy agreement with the Unauthorized Occupant? The reason this is an issue is because of section 104 of the Act which says:

104. (1) If a person occupies a rental unit as a result of an assignment of the unit without the consent of the landlord, the landlord may negotiate a new tenancy agreement with the person.

(2) If a sub Tenant continues to occupy a rental unit after the end of the subtenancy and the Tenant has abandoned the rental unit, the landlord may negotiate a new tenancy agreement with the sub Tenant.

(3) Sections 113 and 114 apply to tenancy agreements entered into under subsection (1) or (2) if they are entered into no later than 60 days after the landlord discovers the unauthorized occupancy.

(4) A person's occupation of a rental unit shall be deemed to be a assignment of the rental unit with the consent of the landlord as of the date the unauthorized occupancy began if,

(a) a tenancy agreement is not entered into under subsection (1) or (2) within the period set out in subsection (3);

(b) the landlord does not apply to the Board under section 100 for an order evicting the person within 60 days of the landlord discovering the unauthorized occupancy; and

(c) neither the landlord nor the Tenant applies to the Board under section 101 within 60 days after the end of the subtenancy for an order evicting the sub Tenant.

31. What this basically means is the Landlord here had several options. It could negotiate a new tenancy agreement with the Unauthorized Occupant. It could file an application to evict him from the unit if it did so within the 60-day limit. And it could do neither, in which case a deemed tenancy arises with the Unauthorized Occupant based on the same terms and conditions as the previous tenancy.

32. I accept the uncontested evidence of the Landlord that the Landlord did not negotiate a new tenancy agreement with the Unauthorized Occupant. I am satisfied that the Landlord filed the application within 60 days of discovering the Unauthorized Occupant.

Daily Compensation

33. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant.

34. The Unauthorized Occupant owes the Landlord \$23,257.74 in daily compensation for use and occupation of the rental unit for the period from June 3, 2025 to the February 19, 2026.

35. Based on the Monthly rent, the daily compensation is \$88.77. This amount is calculated as follows: \$2700.00 x 12 months, divided by 365 days.

36. Since the Landlord became aware of the Unauthorized Occupant, the Unauthorized Occupant has not paid the Landlord compensation for use of the rental unit.

37. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Section 83

38. 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 Landlord was not aware of any circumstances relevant to section 83. The Tenant is deceased, and the unauthorized occupant was not at the hearing to make submissions in this regard.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of February 27, 2025, which represents 30 days after the Tenant, Nicole Pilgrim passed away.
2. The Unauthorized Occupant shall move out of the rental unit on or before March 8, 2026.
3. If the unit is not vacated by March 8, 2026, then starting March 9, 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 9, 2026.
5. The Unauthorized Occupant shall pay to the Landlord \$23,257.74 which represents daily compensation for the use of the rental unit from June 3, 2025 to the February 19, 2026.
6. The Unauthorized Occupant shall also pay to the Landlord \$88.77 per day for compensation for the use of the unit from February 20, 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. The Unauthorized Occupant shall pay the Landlord the full amount owing by March 8, 2026.

9. If the Unauthorized Occupant does not pay the Landlord the full amount owing by March 8, 2026 they will owe interest. This will be simple interest calculated from March 9, 2026 at 4.00% on the outstanding balance.

February 25, 2026
Date Issued

Trish Carson
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 9, 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.