



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

File Number: LTB-L-069766-25

In the matter of: 702, 1442 Lawrence Avenue West
Toronto Ontario M6L 1B5

Between: Barney River Investments Ltd Landlord

And

Sellathambi Parameswaran Tenant

And

Ravi Saramraj Unauthorized Occupant

Barney River Investments Ltd (the 'Landlord') applied for an order to terminate the tenancy of Sellathambi Parameswaran (the 'Tenant') and evict Ravi Saramraj (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 Legal Representative, Kevin Lundy attended the hearing. The Landlord's Property Manager Zubair Momen also attended the hearing.

The Tenant and a support person for the Tenant, Prabhuream Kaladarajan were present at time of sign in with the moderator and were disconnected from the hearing at approximately 10:47 am.

As of 1:36 pm 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.

Preliminary Issue:

1. The Tenant and a support person were present at time of sign in with the moderator.
2. The parties agreed to meet with a Dispute Resolution Officer.
3. The Tenant and the Tenants support person met with Tenant Duty Counsel and then prior to them meeting with a Dispute Resolution Officer they were disconnected from the hearing at approximately 10:47 am.

4. At approximately 1:45 pm, I called the matter and the Landlord's Legal Representative wished to proceed with the hearing.
5. I checked with moderator and checked my email to ensure there was no record that the Tenant or the Tenant's support had tried to contact the Technical Support Line, and I verified that this had not taken place.
6. The Tenant had been disconnected for over three hours, and there was no record of an attempt to contact the Technical Support Line. I note that in my preamble which the Tenant was present for, I specifically stated that if the parties got logged out of the hearing and could not log back in, they were to call the Technical Support Line number that is on the Notice of Hearing.
7. I proceeded to hear the matter in the absence of the Tenant on an uncontested basis.

Determinations:

8. 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.
9. The Unauthorized Occupant was in possession of the rental unit on the date the application was filed.
10. The application was filed within 60 days after the Landlord discovered the unauthorized occupancy.

Landlord's Uncontested Evidence

11. The Landlord purchased the residential complex in 2016, and this was an existing tenancy at the time the Landlord purchased the property.
12. The Landlord became aware of the unauthorized occupant as there is a related multi Tenant application with the Board (LTB-T-010739-24), and in the course of finding out who all the tenants were for that application, the Landlord discovered on July 14, 2025, that the person residing in the rental unit was not the Tenant but rather the unauthorized occupant. This came to light through the course of an exchange of documents for the multi tenant application with the other side. There was an affidavit filed by the unauthorized occupant for the multi tenant application and nothing from the Tenant.
13. The Landlord is unaware of the date the Tenant vacated the rental unit.
14. The Landlord did not enter a new tenancy agreement with the unauthorized occupant or approve an assignment or sublet.
15. After the filing of the A2 application, there was no communication from the Tenant to the Landlord.

16. The Landlord states that rent is up to date until February 28, 2026, and has continued to be paid by preauthorized payments from the Tenants account.

Analysis

17. This application is about what happens when a tenant moves out of a rental unit leaving an occupant behind.
18. 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?
19. 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.
20. 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.
21. 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. I accept the uncontested evidence of the Landlord that at no time was there a request from the Tenant for an assignment or sublet of the rental unit.
22. 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.
23. I accept the uncontested evidence of the Landlord that the day the Landlord first discovered there was an Unauthorized Occupant was July 14, 2025.

24. The Landlord was not aware of the exact date the Tenant vacated the rental unit leaving the unauthorized occupant in possession, and therefore requested daily compensation be calculated from July 14, 2025, the date the Landlord became aware of the unauthorized occupant. Therefore, I find that the Tenant transferred occupancy of the rental unit to the unauthorized occupant on July 14, 2025, in a manner that was not authorized by the Act.
25. As I find that the Landlord discovered the Tenant had moved out on July 14, 2025, and the application was filed with the Board on August 7 2025, I am satisfied it was filed within the 60-day period after the Landlord discovered the Unauthorized Occupant.
26. 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 subtenant 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 subtenant.
- (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 an 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 subtenant.
27. 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.
28. I accept the uncontested evidence of the Landlord that the Landlord did not negotiate a new tenancy agreement with the Unauthorized Occupant.

29. I also accept the Landlord has continued to receive rent payments as a preauthorized payment from the Tenant, and the rent is up to date until February 28, 2026.

Daily Compensation

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

31. Based on the Monthly rent, the daily compensation is \$73.69. This amount is calculated as follows: \$2241.27 x 12 months, divided by 365 days.

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

Section 83 Considerations

33. 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 has already vacated the unit and neither the Tenant nor the unauthorized occupant were at the hearing to make submissions in this regard.

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 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 \$73.69 per day for compensation for the use of the unit from March 1, 2026, to the date they move out of the unit.
6. The Tenant shall pay the Landlord \$201.00 for the cost of filing the application.
7. The Tenant shall pay the Landlord the full amount owing by March 8, 2026.

8. If the Tenant 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.