



Order under Section 100 101 Residential Tenancies Act, 2006

Citation: Gilindo Marocchio Ltd v Maslanka, 2026 ONLTB 18934

Date: 2026-03-05

File Number: LTB-L-056818-25

In the matter of: 306, 167 Stephen Dr
Toronto Ontario M8Y3N5

Between: Gilindo Marocchio Ltd Landlord

And

Boguslav Maslanka Tenant

And

Unknown Occupant(s) Unauthorized Occupant

Gilindo Marocchio Ltd (the 'Landlord') applied for an order to terminate the tenancy of Boguslav Maslanka (the 'Tenant') and evict Unknown Occupant(s) (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 8, 2026.

The Landlord's Agent, Valentyna Nishta, the Landlord's Legal Representative, Sabrina Marchione, the Unauthorized Occupant, Angela Kuzminski, and her support person, Alex Nitkel, attended the hearing.

Determinations:

Background Facts

1. Wieslaw Maslanka and Boguslav Maslanka were the Tenants of the residential unit and paid a monthly rent in the amount of \$1,872.00. The Tenant Wieslaw Maslanka died on or about June 4, 2025. The other named Tenant Boguslav Maslanka requested that the Landlord terminate the tenancy as of June 4, 2025, this was communicated to the Landlord via email correspondence by the remaining Tenant on June 9, 2025, which was submitted as evidence by the Landlord.
2. The Landlord accepted and consented to the Tenant's request regarding the termination of the tenancy as of June 4, 2025, upon the tenant returning the rental unit keys.

3. The Landlord Agent, Valentyna Nishta (VN) testified that she discovered there was an Unauthorized Occupant, remaining in the rental unit on June 25, 2025. It was later determined this individual was Angela Kuzminski (AK). VN testified she contacted the police who advised her to change the locks, which she did and thereafter communicated that the Landlord would have to seek an Order from this Board, and the rental unit locks were changed back.
4. The Landlord's Agent VN testified there was never an implied agreement or written agreement that Ms. Kuzminski would be a tenant, now was she a spouse of the deceased Tenant, Wieslaw Maslanka, but to the Landlord's understanding she was an acquaintance of the deceased Tenant.
5. The Landlord filed an application with the Board to terminate the tenancy between the Landlord and the remaining Tenant and remove any Unauthorized Occupant from the rental unit on July 2, 2025.
6. The Unauthorized Occupant, AK was in possession of the rental unit on the date the application was filed.
7. The Landlord's Agent VN testified that there was no last month's rent deposit and there are arrears of compensation owing to the Landlord, the current compensation is calculated on the basis of \$1,872.00 rent per month.
8. AK testified that she met the deceased Tenant in the summer of 2024 and at some point, thereafter became roommates at first as she helped take care of him, as a caregiver which led to an intimate relationship, which commenced about a year prior to his demise. AK further testified that she was not on the tenancy agreement, nor had she executed an amendment to the tenancy agreement with the Landlord at any point in time.
9. On cross examination AK testified that she was not the legal spouse of the deceased Tenant, nor was she the common law spouse of the deceased Tenant for more than a year and that she and the Tenant did not have any children together.
10. Since the Tenant's Wieslaw Maslanka death and the vacating of the other remaining Tenant, Boguslav Maslanka, AK continues to reside in the rental unit, the Landlord has not entered into a tenancy agreement for the rental unit with any other parties.
11. AK testified that she has resided in the rental unit since the summer of 2024 and that she can not enter into a tenancy with the Landlord at the current market rent as this would be cost prohibitive for her given she is unemployed and on social assistance, and if evicted she would require more time than suggested by the Landlord's Legal Representative, which was a standard eviction, as she needs time to find alternative living arrangements or she would be unhoused.

Analysis

12. By operation of law, I find that there was no transfer or right of transfer of the tenancy to the Unauthorized Occupant under section 91 of the Act.

13. Section 100 of the Act speaks to the unauthorized transfer of a tenancy and a Landlord's right to evict a tenant and a person to whom occupancy of the rental unit was transferred.
14. Subsection 100(2) of the Act requires a landlord to apply to the Board within sixty days of discovering an unauthorized occupancy. I find that the Landlord applied to the Board within the 60-day time period.

Daily Compensation

15. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant, AK.
16. The Unauthorized Occupant, AK, owes the Landlord \$12,186.90 in daily compensation for use and occupation of the rental unit for the period from June 25, 2025, to the January 8, 2026, 2025.
17. Based on the Monthly rent, the daily compensation is \$61.55. This amount is calculated as follows: \$1,872.00x 12 months, divided by 365 days.
18. Since the Landlord became aware of the Unauthorized Occupant, the Unauthorized Occupant, AK has paid the Landlord \$0.00 in compensation for use of the rental unit.
19. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

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 not be unfair to postpone the eviction until March 31, 2026, pursuant to subsection 83(1)(b) of the Act.
21. The Unauthorized Occupant, AK testified that she has been residing in the rental unit since the summer of 2024, first as a caregiver to the deceased Tenant and thereafter entered into a relationship with him for a period of about a year prior to his demise. The Unauthorized Occupant, AK, currently resides in the rental unit and would require more time than a standard order as suggested by the Landlord's Legal Representative, given the housing market and AK's personal and financial circumstances, where she alleged, she would be unhoused. AK requested a delayed eviction of 30 to 60 days at the date of the proceeding. While informed of her options, and aware she cannot afford the market rent of the rental unit, the Unauthorized Occupant AK has continued to reside in the rental unit and has not entered into a tenancy agreement with the Landlord. Any consideration of any further delay past March 31, 2026, would be financially prejudicial to the Landlord, given the time that has passed since the proceeding. Moreover the Landlord's Legal Representative submitted it was unlikely the Landlord would recover any monetary compensation owed from AK given her financial circumstances.

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

23. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

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 31, 2026.
3. If the unit is not vacated by March 31, 2026, then starting April 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 April 1, 2026.
5. The Unauthorized Occupant shall pay to the Landlord \$12,186.90 which represents daily compensation for the use of the rental unit from June 25, 2025 to the January 8, 2026.
6. The Unauthorized Occupant shall also pay to the Landlord \$61.55 per day for compensation for the use of the unit from January 9, 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 16, 2026.
9. If the Unauthorized Occupant does not pay the Landlord the full amount owing by March 16, 2026 they will owe interest. This will be simple interest calculated from March 17, 2026 at 4.00% on the outstanding balance.

March 5, 2026
Date Issued

Panagiotis P. Roupas
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 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.