



Order under Section 100 Residential Tenancies Act, 2006

File Number: LTB-L-076190-25

In the matter of: 2405, 10 Teesdale Place
Scarborough Ontario M1L1K9

Between: Dentonia Place Landlord

And

Mohammed Kamruzzaman Tenant

And

Mohammad Khalil
Unknown Occupant(s)
Unknown Occupant(s)
Unauthorized Occupant

Dentonia Place (the 'Landlord') applied for an order to terminate the tenancy of Mohammed Kamruzzaman (the 'Tenant') and evict Mohammad Khalil, Unknown Occupant(s) and 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 March 5, 2026.

The Landlord's agent, Jelena Slomka, the Landlord's Legal Representative, David Ciobotaru, the Tenant and the Tenant's interpreter, Mohmud Rahman, attended the hearing.

Determinations:

1. As explained below, I find that the Landlord has proven, on a balance of probabilities, the grounds for termination of the tenancy. However, in the circumstances, I find it appropriate to grant conditional relief from eviction. The tenancy will continue provided the Tenant complies with the terms set out below.

Unauthorized Occupation:

2. The Landlord's A2 application was filed on August 26, 2025, pursuant to subsection 100(1) of the *Residential Tenancies Act, 2006* (the 'Act') which states as follows:

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.

3. Subsection 100(2) requires that an application of this nature must be filed within 60 days after the Landlord discovers the unauthorized occupancy. The Landlord's application was filed on August 26, 2025, and the Landlord first became aware of the unauthorized occupant on August 20, 2025. I am satisfied that the application was filed within the required 60-day period after the Landlord discovered the alleged unauthorized occupancy.
4. The issues to be determined are:
 - a. Did the Tenant transfer occupancy of the rental unit without the Landlord's consent, as contemplated by s. 100(1) of the Act?
 - b. Did the Landlord file the application within sixty days of discovering the unauthorized occupancy, as required by s. 100(2)?
 - c. If a breach is proven, should the Tenant be granted relief from eviction under s. 83 of the Act?
5. The principal dispute is whether the Tenant transferred occupancy of the rental unit to another person. For the reasons that follow, I find, on a balance of probabilities, that an unauthorized transfer occurred.
6. By way of background, the Tenant executed a written lease with the Landlord on December 21, 2016 ("the Lease"). The Lease names the Tenant's spouse and child as permitted occupants. A copy of the Lease was filed in evidence at the hearing.

Evidence:

7. Mohammed Kamruzzaman is the only tenant named in the tenancy agreement for the rental unit.
8. Jelena Slomka (JS), the Landlord's property manager, testified that concerns about the occupancy of the rental unit arose in August 2025 after issues relating to parking and an unregistered vehicle came to management's attention. She testified that, on August 20, 2025, the Landlord confirmed that occupants, Mohammed Kahili, and his family were living in the rental unit and that the Tenant and his family were not residing there but only attended from time to time as visitors.
9. JS also testified that, in August 2025, the Tenant produced a driver's licence showing an address other than the rental unit, namely 40 Gordonridge Place. The Landlord relied on this as evidence that the Tenant was living elsewhere.
10. JS further testified that Mohammed Kahili and his family moved out of the rental unit on December 1, 2025. She stated that, on December 7, 2025, and again on December 8, 2025, four other adult males had moved into the rental unit and advised that they were

students living there. She also testified that, on January 28, 2026, a woman attended at the rental unit and stated that three unauthorized occupants were residing there.

11. JS also testified that the Tenant did not know the location or number of the parking space associated with the tenancy. The Landlord relied on this as further evidence that the Tenant was not actually residing in the residential complex in the ordinary way. She further stated that the Landlord did not enter into any new tenancy agreement with any of those occupants.
12. The Tenant denied that he had moved out of the rental unit or transferred occupancy to any other person. In support of his position, the Tenant relied on a current driver's licence showing the rental unit address, electricity bills, Bell Canada documents, and a vehicle ownership document bearing the rental unit address.
13. The Tenant testified that his earlier driver's licence had shown a different address but stated that he lost that licence before October 2025. He maintained that the current licence reflects his actual address.
14. The Tenant denied transferring occupancy of the rental unit. He testified that the people staying in the unit were his relatives, including his brothers, sisters, and his cousin. He stated that his cousin had stayed in the unit with four children because of difficulties at his own residence. The Tenant further testified that he sometimes stayed with relatives at their homes rather than in his own unit.
15. In cross examination, the Tenant stated that the address at 40 Gordonridge Place was associated with his cousin and not with him. He stated that there was no lease in his name for that address. The Tenant also testified that he and his family stayed in the rental unit regularly from August 2025 to March 2026, although he acknowledged that he sometimes stayed in different places and that, at times, his cousin stayed in the rental unit while he stayed at his cousin's residence.
16. The Tenant acknowledged that he did not seek the Landlord's permission for these people to stay in the rental unit.

Analysis:

17. I find the Landlord's evidence to be direct, consistent, and persuasive. The Landlord described a sequence of events beginning in August 2025 that supports the conclusion that the Tenant was no longer residing in the rental unit and that others were occupying it instead.
18. I place significant weight on the evidence that the Tenant previously produced identification showing an address other than the rental unit. This evidence is difficult to reconcile with the Tenant's claim that he continuously resided in the rental unit. Although the Tenant later produced documents showing the rental unit address, I am not satisfied that this later documentation overcomes the earlier evidence. In particular, I place reduced weight on the current driver's licence because it was obtained after the application was filed.

19. I also place significant weight on the pattern of occupancy established by the Landlord's evidence. The evidence was not of a single temporary guest or an isolated family visit. Rather, the evidence was that one family was living in the rental unit, that family moved out, and four adult males then moved in and identified themselves as students living there. This pattern is more consistent with a transfer of occupancy than with temporary visits by relatives while the Tenant remained in possession of the unit.
20. The Tenant's own evidence also supports the conclusion that he was not continuously residing in the rental unit. The Tenant acknowledged that he sometimes stayed elsewhere and that his cousin sometimes stayed in the rental unit while he stayed at his cousin's residence.
21. While the Act does not prohibit ordinary guests or temporary family visits, I am not satisfied that the arrangement described by the Tenant was limited to that. Considered as a whole, the evidence establishes that the Tenant left his relatives in control of the premises without the Landlord's consent during his absence from the rental unit between August 2025 and January 2026.
22. I also find it significant that the Tenant did not seek the Landlord's consent to any assignment, sublet, or other arrangement that would have authorized another person to occupy the rental unit in his place.
23. Having considered the totality of the evidence, I find, on a balance of probabilities, that the Tenant transferred occupancy in a manner not authorized under section 97 of the Act. Accordingly, I find that the Tenant transferred occupancy of the rental unit without the Landlord's consent.
24. The Landlord incurred costs of \$201.00 for filing the application and is entitled to recover that amount from the Tenant.

Section 83 Considerations

25. 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 grant relief from eviction subject to the condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
26. The Landlord seeks termination of the tenancy.
27. The Tenant stated that he and his family are now residing in the rental unit and that no other relatives reside there. He also testified that he changed the address on his driver's licence to the rental unit in October 2025. The Landlord confirmed that the rental unit was inspected one week before the hearing and that no other occupants were found there other than the Tenant.
28. Eviction is a remedy of last resort. I am satisfied that the Tenant is now aware of his legal obligations under the Act. There was no evidence before me to suggest that any unauthorized occupants were residing in the rental unit at the time of the hearing. In these

circumstances, I find it appropriate to grant a conditional order permitting the tenancy to continue.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For the duration of the tenancy, the Tenant shall not transfer the occupancy of the rental unit to a person in a manner other than by an assignment authorized under section 95 of the Act, or a subletting authorized under section 97 of the Act.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlord \$201.00 for the cost of filing the application. If the Tenant does not pay the Landlord the full amount owing on or before March 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 25, 2026, at 4.00% annually on the balance outstanding.

March 13, 2026
Date Issued

Joy Xiao
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.