



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-L-090039-24-RV

In the matter of: 106, 110 Jameson Avenue
Toronto Ontario M6K2X9

Between: Lily Land Limited Landlord

And

Indranie Bipta Tenant

And

Vidyawati Lal Unauthorized Occupant

Review Order

Lily Land Limited (the 'Landlord') applied for an order to terminate the tenancy of Indranie Bipta (the 'Tenant') and evict Vidyawati Lal (the 'Unauthorized Occupant') because the Tenant transferred occupancy of the rental unit to the Unauthorized Occupant without the Landlord's consent.

This application was resolved by order LTB-L-090039-24 issued on August 29, 2025.

On September 28, 2025 the Landlord requested that order LTB-L-090039-24 issued on August 29, 2025 be reviewed.

The Landlord's review request was resolved by order LTB-L-090039-24-RV-IN2 issued on January 9, 2026. The review request was granted, and the application was directed to be heard de novo.

The application was heard de novo by videoconference on March 16, 2026.

The Landlord's agent Sheldon Switzer, the Landlord's representative Eric Steiman, the Unauthorized Occupant's representative Mark Bondy, and the Unauthorized Occupant Vidyawati Lal attended the hearing. The Tenant Indranie Bipta is deceased.

Determinations:

1. The Landlord alleges that 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'). For the following reasons I find that Vidyawati Lal is a tenant. As such

Ms. Lal is not an unauthorized occupant, there has been no transfer of the occupancy of the rental unit contrary to the Act, and the Landlord's application is dismissed.

2. Sheldon Switzer is the Landlord's property manager. Mr. Switzer testified that the Landlord purchased the rental complex in 2008 and that the rental unit that is the subject of this application was already tenanted when the Landlord purchased the property. Mr. Switzer testified that the Landlord was not provided with a copy of a lease agreement for that tenancy but believes that Indranie Bipta was the only tenant. The Landlord bases that assertion on the following:
 - The Landlord received a rent roll when they purchased the building.
 - Letters written by Ms. Bipta to the previous landlord from 1993 about a rent increase, another letter about a rent increase that is undated, and a letter from 2011 about the cost of a storage locker (DOC-5602427, page 6-8).
 - Numerous maintenance requests filled out by Ms. Bipta from 2010 to 2022 (DOC-5602427, pages 9-18).
 - Letters sent to Ms. Bipta from the Landlord in 2002, 2004, 2007, 2012, about rent and odors coming from the apartment (DOC-5602427, pages 19-22).
 - Numerous notices of rent increase from 2006 to 2025 (DOC-5602427, pages 23-28, and 30-41).
 - An N5 notice of termination from 2012 (DOC-5602427, page 29).
 - The letters, maintenance requests, rent increases, and notice of termination, all were exclusively written by Ms. Bipta or exclusively refer to her.
 - Mr. Switzer testified that Ms. Bipta would drop off rent cheques during her tenancy.
 - Mr. Switzer testified that he sometimes saw Ms. Bipta at the rental complex.
 - The Landlord's bank deposit book from 2015 to 2024 all exclusively refer to payments made by Ms. Bipta (DOC-5585454, page 1-26).
 - Rent cheques from 2024 are all signed exclusively by Ms. Bipta (DOC-5585454, page 27).
 - The Landlord also relies on rent receipts. The quality of the copy of the receipts makes them very difficult to read but I accept that they probably all refer to just Ms. Bipta (DOC-5585454, page 28-46).
 - Mr. Switzer testified that he had never heard of Ms. Lal before this action started. Although he also stated that there were 1-2 other females who were in the apartment from time to time.
3. Mr. Switzer testified that he learned that Ms. Bipta passed away in September 2024. The Landlord seeks an order to terminate the tenancy and evict Ms. Lal who the Landlord believes to be an unauthorized occupant.

4. Ms. Lal testified that she has lived in the rental unit for 34 years with her adoptive sister Ms. Bipta. Ms. Lal provided a copy of a hydro bill from 2020 that shows the hydro account for the rental unit is in her name (DOC-5585287).
5. Ms. Lal provided a copy of what she says is her tenancy agreement (DOC-5569562, page 4-9). The document is dated from 1994. The lease agreement only lists Ms. Lal as a tenant, not Ms. Bipta. The lease agreement is not signed by Ms. Lal. It is only signed by someone from Irwin Investments Inc. Ms. Lal submits Irwin Investments was her landlord at the time the lease was created. When Mr. Mr. Switzer was asked who the current Landlord purchased the property from, he said he was not sure if it was Irwin Investments or someone else. He later said that he was pretty sure the property was purchased from a company called Westville.
6. Ms. Lal testified that her sister did all the paperwork for the tenancy because she is good at that part. Ms. Lal testified that she was paying rent but that it would be delivered by Ms. Bipta.
7. The Landlord purchased the rental complex and inherited an existing tenancy. Section 18 of the Act establishes that covenants run with the land. As such if Ms. Lal had an existing tenancy, it was not extinguished when the ownership of the property changed hands. The rent increases, notice of termination etc. served by the current landlord demonstrate that the current landlord believed that only Ms. Bipta was a tenant, but for the following reasons I'm not satisfied that assumption was correct.
8. Mr. Switzer did not have a confident or reliable recollection of the history of the tenancy. I say that because Mr. Switzer was unable to confidently say who the current Landlord purchased the property from. In contrast Ms. Lal was confident that her landlord was originally Irwin Investments. Additionally, a letter in the Landlord's evidence book written by Ms. Bipta in 1993 is addressed to Irwin Investments (DOC-5602427, page 6). I find that Irwin Investments was the landlord of the rental complex in the early 90s. The Landlord's evidence supports that the rental complex has actually changed ownership numerous times throughout the last 30 years as Irwin Investments Inc, Lesmill Development, Lily Land, and Westville are all referenced as owners of the property at one point.
9. The Landlord's various documents show that Ms. Bipta was a tenant but when considered in the context of the other evidence led at the hearing are not sufficient to establish on a balance of probabilities that Ms. Lal was not also a tenant.
10. I found Ms. Lal to be a credible witness. The Landlord's documents are not inconsistent with her testimony. The documents are actually consistent with Ms. Lal's testimony that Ms. Bipta handled the paperwork and paid the rent. Ms. Lal's testimony was not challenged through cross examination. Ms. Lal must be slightly incorrect about how long she has lived in the rental unit because 1994 when the lease was created is slightly less than 34 years ago, but I find that to be a minor issue with her testimony that does not make me doubt her credibility. I accept Ms. Lal's testimony that she has lived in the rental unit for over 30 years, had a lease with the previous landlord, and is a tenant.
11. Ms. Lal was the only party around at the conception of the tenancy. She has the best evidence of who the parties to the tenancy agreement were.

12. The Landlord has been aware of Ms. Lal's claim that she signed a lease with the previous landlord since at least March 10, 2025, when her legal representative sent the Landlord a copy of the lease agreement (DOC-5569562, page 9). However, the Landlord did not call the previous landlord as a witness at the hearing to refute the claim.
13. I agree with the Landlord that the lease presented by Ms. Lal is unusual in that it does not list both tenants and is not signed by Ms. Lal. However, for the reasons already provided I do not think the lease is fraudulent. When I consider all the evidence at the hearing, that the Landlord does not have a reliable account of the entire tenancy, that the Landlord's documents are insufficient to prove that Ms. Lal is not a tenant, that the Landlord did not call the previous landlord as a witness, and that I find Ms. Lal to be a credible witness, that the lease agreement deviates from the common presentation of lease agreements does not alone satisfy me that the document is fraudulent or invalid.
14. I also note that the document is signed by the previous landlord which indicates that they agreed to the tenancy. That it is not signed by Ms. Lal does not render it void. Ms. Lal moved into the rental unit, has been paying rent (albeit to her sister who then delivered it to the Landlord), has been abiding by the terms of the lease such as paying for her own hydro. The necessary elements of a contract including an offer, acceptance, consideration, and a meeting of the minds etc have been met. I find that the real substance of the transaction between the parties is that Ms. Lal formed a tenancy agreement with the previous landlord and continues to be a tenant despite the sale of the rental complex to the current Landlord.
15. As an aside I note that the Tenant's representative stated in his closing submissions that Ms. Lal moved into the rental unit after Ms. Bipta had already lived there for two years. That was not testimony given by Ms. Lal at the de novo hearing although it may have been said at a previous hearing. At the de novo hearing Ms. Lal's testimony was that she lived in the rental unit for 34 years with her sister and she did not explicitly comment on when they both moved in. I have based my decision exclusively on the evidence led at the de novo hearing. However, even if Ms. Bipta lived in the rental unit first it would not have changed the outcome of my decision. It would not alleviate my concerns about the reliability and sufficiency of the Landlord's evidence or that I found Ms. Lal credible. With the consent of all parties a tenant can be added to a tenancy agreement.

It is ordered that:

1. The Landlord's application is dismissed.

March 20, 2026
Date Issued

Amanda Kovats
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.