



Order under Section 100 Residential Tenancies Act, 2006

Citation: Centurion Property Associates Inc v Beis, 2026 ONLTB 25520

Date: 2026-03-30

File Number: LTB-L-085712-25

In the matter of: 506, 6 Grandstand Place
Toronto Ontario M4H1E4

Between: Centurion Property Associates Inc Landlord

And

Maria Nicole Beis Tenant

And

Sebastian Parol Unauthorized Occupant

Centurion Property Associates Inc (the 'Landlord') applied for an order to terminate the tenancy of Maria Nicole Beis (the 'Tenant') and evict Sebastian Parol (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 24, 2026.

The Landlord's agent Maksim Mukaj, the Landlord's legal representative Martin Zarnett and the Unauthorized Occupant attended the hearing.

Sebastian Parol spoke with Tenant Duty Counsel.

Determinations:

1. The Landlord's A2 application was filed on October 8, 2025 pursuant o s. 100(1) of the *Residential Tenancies Act, 2006* (the 'Act') which states:

100 (1) 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.

2. By way of background, the original tenancy agreement was between the Tenant and the previous Landlord and signed on or around November 29, 2011. The agreement listed the Tenant's child as an occupant.
3. There is no dispute that the Tenant passed away around June 8, 2025, the Landlord's agent became aware of the Tenant's death around October 3, 2025 and Sebastian Parole (SP) was not identified on the lease agreement.
4. The Landlord acknowledges that SP resides in the rental unit but challenges the definition of spouse. They believe that SP is an unauthorized occupant and he and the Tenant are not married, did not enter into a cohabitation agreement under s.53 of the *Family Law Act* and SP is not the parent of the Tenant's child.
5. The Landlord seeks an order from the Board terminating the original tenancy, evicting the unauthorized occupant and an order for SP to pay compensation for each day they remain in the unit.
6. SP states that he meets the definition of spouse and as such, the tenancy should continue as per the original terms negotiated between the parties. He said that when they investigated adding him to the agreement, they were advised by the Landlord's staff that it would change the terms of the lease and they Tenants would be required to pay utility costs. They did not undertake to add him to the existing lease.
7. It was the testimony of SP that he and the Tenant were dating and he moved into the rental unit around February 2012. He has lived at the rental unit since 2012 and considers it his home. He owns no other property. His mail is directed to the rental unit and this was not disputed by the Landlord.
8. Under cross examination SP confirmed that it was not their belief that a "piece of paper from a Church" defines their relationship. He also said they did not choose to join bank accounts. However, this does not mean that he and the Tenant were not in a committed relationship.
9. SP relied on a handwritten note from the deceased Tenant's Mother, dated March 16, 2026 and a note on the same date from the deceased's sister stating that SP and her sister were in a relationship and living together.
10. As explained at the hearing, it is well-established law that the Board, as a tribunal governed by the *Statutory Powers Procedure Act* ("SPPA"), may accept and consider hearsay evidence.
11. The courts have said that hearsay evidence is not to be treated as presumptively less reliable than direct evidence. In *Rex Diamond Mining v. Ontario Securities Commission*, 2010 ONSC 3926 (CanLII), the Court stated, at paragraph 4: "hearsay evidence is not, in law, necessarily less reliable than direct evidence"

12. However, I acknowledge that none of the authors of the witness statements were present at the hearing to be cross examined by the Landlord. The fact that the evidence is hearsay and not subject to cross-examination does affect the weight that it merits.
13. SP said that he lived with the Tenant and they were in a lengthy relationship since the time they were dating and he moved in around February 2012. As a spouse, he believes he is a Tenant and should be able to continue to live in the rental unit.

Analysis

14. Section 2 of the Act defines “spouse” as follows:

“spouse” means a person,

(a) to whom the person is married, or

(b) with whom the person is living in a conjugal relationship outside marriage, if the two persons,

(i) have cohabited for at least one year,

(ii) are together the parents of a child, or

(iii) have together entered into a cohabitation agreement under section 53 of the Family Law Act;

[Emphasis added]

15. Subsection 3(1) of *Ontario Regulation 516/06* under the *Residential Tenancies Act* states:

3. (1) If a tenant of a rental unit dies and the rental unit is the principal residence of the spouse of that tenant, the spouse is included in the definition of “tenant” in subsection 2 (1) of the Act unless the spouse vacates the unit within the 30-day period described in subsection 91 (1) of the Act.

16. Before s.3 of the regulation can apply, the Unauthorized Occupant must fit the definition of spouse in s.2 of the Act.
17. While SP did not share the intimate details of his relationship with the Tenant, he stated that they were dating and while in a relationship he moved into the rental unit with the Tenant where they lived together until her death in June 2025. I understood the term “dating” and the description of their relationship to mean they were in a committed relationship.
18. SP also testified that rent is debited from his bank account which has been on file with the Landlord for an undisclosed period of time.

19. I accept that SP and the Tenant did not enter into a cohabitation agreement as per s.53 of the *Family Law Act*. However, the problem with the Landlord's argument is that the Act has its own definition of who constitutes a spouse as detailed above.

20. Based on the evidence before the Board and on a balance of probabilities, I am satisfied that SP was the common-law partner of the Tenant and therefore considered to be a spouse under the Act at the time of the Tenant's death. As such, s.3(1) of O.Reg 516/06 applies to SP. In other words, SP is a Tenant who survived his spouse and is entitled to remain in the rental unit. Therefore, SP is not an unauthorized occupant as claimed by the Landlord and the Landlord's application must be dismissed.

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

It is ordered that:

1. The Landlord's application is dismissed.

March 30, 2026

Date Issued

Dana Wren

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.