



Order under Section 100 Residential Tenancies Act, 2006

Citation: Sivanathan v Ranathunga Arachchilage, 2026 ONLTB 28335

Date: 2026-04-07

File Number: LTB-L-060294-25

In the matter of: 24 MILFORD HAVEN DR
SCARBOROUGH ON M1G3C6

Between: Santhosh Sivanathan Landlord

And

Subham Sharma Tenant

And

Piyush Mehta Unauthorized Occupants
Dulasha Divihara Ranathunga Arachchilage

Santhosh Sivanathan (the 'Landlord') applied for an order to terminate the tenancy of Subham Sharma (the 'Tenant') and evict Piyush Mehta and Divihara Ranathunga Arachchilage (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 Occupants for the use of the rental unit.

This application was heard by videoconference on February 18, 2026. The Landlord, the Tenant, and the Unauthorized Occupants attended the hearing.

Determinations:

1. 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.
2. There is no dispute that the original tenancy agreement was between the Landlord and the Tenant along with two others who moved out in 2024, these people were different than the Unauthorized Occupants¹. The rent for the rental unit was \$2,900.00 per month, due on the first of the month. The Tenant and the Unauthorized Occupants executed a sublease agreement on September 6, 2024, the Tenant was named as a 'Sublandlord' and the Unauthorized Occupants were named as the "Subtenant" the term was to commence November 1, 2024, on a 'year-to-year' basis until either the Sublandlord or Subtenant terminate the tenancy². They also agreed that the rent would be \$1,200.00 per month and

¹ DOC-7388277

² DOC-7374717

the Unauthorized Occupants would pay \$35.00 per month for internet and \$70.00 every 3 months for waste and water.

3. The Tenant provided an N9 notice of termination that was accepted by the Landlord. On April 13, 2025, the Tenant also provided the Unauthorized Occupants a notice that their arrangement would terminate effective June 13, 2025³. The Tenant returned the keys and possession to the Landlord on June 14, 2025. However, the Unauthorized Occupants remained in the rental unit after that date- but later moved out on October 31, 2025. The Unauthorized Occupants were in possession of the rental unit on the date the application was filed.
4. The issue in dispute with respect to this application, is that the Unauthorized Occupants submitted that they should only be responsible for compensation relative to what they agreed to pay the Tenant, not the full lawful rent.
5. As explained below, I find that the daily compensation that the Unauthorized Occupants shall be required to pay is based on the monthly rent; therefore, the daily compensation is \$95.34. This amount is calculated as follows: \$2,900.00 x 12 months, divided by 365 days.
6. Section 100 of the Act says:

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.

7. The Tenant's intention to terminate the tenancy was communicated to the Unauthorized Occupants on April 13, 2025, when they were given the notice to terminate from the Tenant. The occupancy of the rental unit was transferred to the Unauthorized Occupants when the Tenant gave up care and control of the unit through their notice of termination and delivering the keys to the Landlord on June 14, 2025. Therefore, I find that they became Unauthorized Occupants after that date.
8. Subsection 100(3) says that a landlord who makes an application under subsection (1) may also apply to the Board for an order for the payment of compensation by the unauthorized occupant for the use and occupation of the rental unit, if the unauthorized occupant is in possession of the rental unit at the time the application is made. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupants.
9. Compensation of the rental unit is tied to the lawful monthly rent. The living arrangement between the Tenant and the Unauthorized Occupant is not one governed by the Act and therefore, the agreement between them is not one enforceable by the LTB. The Unauthorized Occupants chose to remain in the rental unit after the Tenant vacated, they

³ DOC-7374718

even understood that the last month's rent deposit that the Landlord was holding was being applied to the month of May 2025, however, did not vacate.

10. Therefore, I find that the Unauthorized Occupant owe the Landlord \$13,156.00 in daily compensation for use and occupation of the rental unit for the period from June 15, 2025, to the October 31, 2025.
11. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs. Since the Unauthorized Occupants remained in the rental unit, I find that they should be responsible to also pay these costs.

It is ordered that:

1. The Unauthorized Occupants shall pay to the Landlord \$13,156.00 (less any payments made by the Unauthorized Occupants) which represents daily compensation for the use of the rental unit from June 15, 2025, to the October 31, 2025.
2. The Unauthorized Occupants shall also pay the Landlord \$201.00 for the cost of filing the application.
3. The Unauthorized Occupants shall pay the Landlord the full amount owing by April 18, 2026.
4. If the Unauthorized Occupants do not pay the Landlord the full amount owing by April 18, 2026 they will owe interest. This will be simple interest calculated from April 19, 2026, at 4.00% on the outstanding balance.

April 7, 2026
Date Issued

Curtis Begg
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.