



Order under Section 100 Residential Tenancies Act, 2006

File Number: LTB-L-089858-25

In the matter of: 1108, 111 DAVISVILLE AVE
TORONTO ON M4S1G5

Between: RPMS Property Management Services Inc Landlord

And

Gizella Ivancsik Tenants
Mate Bozik

And

Unknown Occupant(s) Unauthorized Occupant(s)

RPMS Property Management Services Inc (the 'Landlord') applied for an order to terminate the tenancy of Gizella Ivancsik and Mate Bozik (the 'Tenants') and evict Unknown Occupant(s) (the 'Unauthorized Occupant(s)') because the Tenants transferred occupancy of the rental unit to the Unauthorized Occupant(s) without the Landlord's consent. The Landlord also applied for compensation by the Unauthorized Occupant(s) for the use of the rental unit.

This application was heard by videoconference on March 30, 2026. Only the Landlord's Agent, Samdarsh Sahni ('SS'), and the Landlord's Legal Representative, Geoff Paine, attended the hearing.

As of 10:03 a.m., neither the Tenants nor the Unauthorized Occupant(s) were present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. In the application, the Landlord alleges that the Tenants transferred the tenancy to another person or persons without the Landlord's consent and, therefore, they were not authorized to occupy the rental unit.
2. The Unauthorized Occupant(s) was in possession of the rental unit on the date the application was filed.
3. The application was filed within 60 days after the Landlord discovered the unauthorized occupancy.

Landlord Evidence

4. SS is employed as a resident manager for the Landlord. It was his evidence that on August 22, 2025, the Tenants asked to book an elevator for the reason that they were moving out. Subsequently, the Tenants were seen moving out their belongings. However, the Tenants did not return the keys. A notice of entry was served to the rental unit for the purpose of inspecting the rental unit on August 25, 2025. SS stated that he attended the rental unit personally and knocked on the door on August 25, 2025. When the door opened, SS observed approximately 3 adults and one child in the rental unit. The adults were asked where the Tenants were. In response, the adults said that the Tenants did not live there anymore and that they lived there now. SS asked the adults to have the Tenants send him an email and left shortly thereafter. SS stated that he did not hear from the Tenants and that the Landlord did not receive a request to sublet or assign the Tenants' tenancy.
5. SS stated that the Unauthorized Occupant(s) have remained in the unit since August 2025 and have not paid any compensation to the Landlord for the use and occupation of the rental unit. In this regard, the Tenants only paid the rent up to July 31, 2025 and so the Landlord seeks compensation from August, 2025 onward.
6. Based on the uncontested evidence of the Landlord, I find on a balance of probabilities that the Tenants transferred the occupancy of the rental unit to the Unauthorized Occupant(s) 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 the persons currently residing in the unit.

Daily Compensation

7. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant(s).
8. Since the Landlord became aware of the Unauthorized Occupant(s), the Tenants and/or the Unauthorized Occupant(s) have not paid any compensation to the Landlord for the use of the rental unit.
9. The Unauthorized Occupant(s) owes the Landlord \$16,308.58 in daily compensation for use and occupation of the rental unit for the period from August 25, 2025 to the March 30, 2026. This period of time is based on the date the Unauthorized Occupant(s) were discovered in the rental unit to the date of the hearing.
10. Based on the Monthly rent, the daily compensation is \$74.81. This amount is calculated as follows: \$2,275.50 x 12 months, divided by 365 days.
11. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs. As the Tenants' actions are what led to the Landlord having to file the application, I find it appropriate to order the Tenants to pay these costs.

Section 83 Considerations

12. As neither the Tenants nor the Unauthorized Occupant(s) attended the hearing, the Landlord's Legal Representative was asked if they were aware of any circumstances to delay or deny eviction. The Landlord's Legal Representative submitted that they were not aware of any such circumstances.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act as it would be prejudicial to the Landlord. Neither the Tenants nor the Unauthorized Occupant(s) attended the hearing to dispute the allegations or to request relief from eviction.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Unauthorized Occupant(s) shall move out of the rental unit on or before April 27, 2026.
2. If the unit is not vacated by April 27, 2026, then starting April 28, 2026, the Landlord may file this order with the Court Enforcement Office (the Sheriff), so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord after April 28, 2026.
4. The Unauthorized Occupant(s) shall pay to the Landlord \$16,308.58 which represents daily compensation for the use of the rental unit from August 25, 2025 to the March 30, 2026. The Unauthorized Occupant(s) shall also pay to the Landlord \$74.81 per day for compensation for the use of the unit from March 31, 2026 to the date they move out of the unit.
5. The Tenants shall pay the Landlord \$201.00 for the cost of filing the application. If the Tenants do not pay the Landlord the full amount owing by April 27, 2026 they will owe interest. This will be simple interest calculated from April 28, 2026 at 4.00% on the outstanding balance.

April 16, 2026

Date Issued

Rachel Gibbons

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 28, 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.