



Order under Section 100 Residential Tenancies Act, 2006

Citation: Akelius Canada v Moniz, 2026 ONLTB 31358

Date: 2026-04-17

File Number: LTB-L-086609-24

In the matter of: 302, 1 CLAUDE AVE
TORONTO ON M6R2T5

Between: Akelius Canada Landlord

And

Caesar Moniz Tenant

And

Johnny Voulgaris Unauthorized Occupant
Unknown Occupant(s)

Akelius Canada (the 'Landlord') applied for an order to terminate the tenancy of Caesar Moniz (the 'Tenant') and evict Johnny Voulgaris and Unknown Occupant(s) (the 'Unauthorized Occupants') because the Tenant transferred occupancy of the rental unit to the Unauthorized Occupants 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 April 8, 2025, and January 7, 2026.

At the April 8, 2025, hearing, the Landlord's Agent, Ellen Lozada, the Landlord's Representative, Mark Ciobotaru, the Unauthorized Occupant, Johnny Voulgaris ("JV"), and JV's Representative, Sean O'Connor, attended the hearing.

At the January 7, 2026, hearing, the Landlord's Agent, Aashvi Gandhi, the Landlord's Representative, David Ciobotaru, JV, and the JV's Representative, Merve Ozdemir, attended the hearing.

Determinations:

Preliminary Issue - Mr. O'Connor as witness

1. At the start of the January 7, 2026, hearing when JV signed in, he signed in with his previous representative, Mr. O'Connor.
2. I initially understood Mr. O'Connor wished to observe as JV had another representative that had also signed in.

3. After JV concluded his testimony, Ms. Ozdemir indicated that Mr. O'Connor was intending to be called as a witness to provide evidence on behalf of JV.
4. Representatives cannot normally give evidence. Rule 1.6(q) of the Board's Rules of Procedure permits the Board to exercise discretion to permit a representative to give evidence where appropriate.
5. However, I found no reason to exercise that discretion in this case as I determined it was inappropriate to allow a former representative in a matter to testify on behalf of the client he had formerly been acting as a legal representative for, especially when the client was present and able to provide their own evidence and testimony.

The Application

6. The Tenant transferred the occupancy of the rental unit to the Unauthorized Occupants 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.
7. The Unauthorized Occupants were in possession of the rental unit on the date the application was filed.
8. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
9. Section 100 of the *Residential Tenancies Act, 2006* (the 'Act') allows a landlord to apply to evict an unauthorized occupant if the tenant transferred occupancy of the rental unit other than by an authorized assignment or sublet (i.e. without the landlord's consent).
10. Section 95 of the Act allows a tenant to assign a rental unit to another person with the landlord's consent. Section 97 of the Act allows a tenant to sublet a rental unit to another person with the landlord's consent.
11. In this case, the Landlord did not consent to an assignment or a sublet. Therefore, the question is whether the Tenant transferred the occupancy of the rental unit.
12. In the Ontario Court of Appeal's decision in *Samuel Property Management Ltd. V. Nicholson*, [2002] CanLII 45065 (ON CA) ('*Nicholson*'), the Court found that the determination of whether the tenant has transferred occupancy depends on whether the tenant maintains a substantial connection to the rental unit and that is a question of fact and degree. In *Nicholson*, the Court found that the tenant had transferred occupancy of the unit to his two friends because he had limited use of the rental unit. He occasionally stayed at the rental unit and kept clothes there, but he had handed over to his friends the day-to-day occupancy of the rental unit.
13. Here, The Landlord's Agent, Ellen Lozada ("EL") testified that she is a property administrator for the Landlord and oversees the residential complex that contains this rental unit. EL testified that the Landlord never received anything from the Tenant

indicating he had vacated the rental unit and the Landlord did not know that JV was not "Caesar". EL testified that this did not come to the Landlord's attention until there was an L1 application for rent arrears.

14. EL testified that the Landlord is not concerned with who pays rent and when the rental unit fell into arrears the Landlord discovered that the Tenant vacated, and JV remained in the rental unit. EL testified that the Tenant did not request to transfer the tenancy. EL testified that when the Landlord purchased the residential complex from the previous Landlord an information update sheet was sent to all tenants but nothing was received from the Tenant or JV or their rental unit.
15. EL testified that the rental application provided by the previous Landlord only notes the Tenant and JV is not on any document. EL testified that when she communicated via email, she thought she was emailing "Caesar" she did not know who JV was until after the L1 hearing.
16. JV testified that he moved into the unit with the Tenant at the beginning of the lease, but the application and lease was only in the Tenant's name because JV did not have credit to qualify as a Tenant. JV testified that he has corresponded with the Landlord using his email throughout the tenancy.
17. JV testified that both he and the Tenant lived in the rental unit until the Tenant vacated the rental unit. JV testified that the Tenant got married and moved out but did not notify the Landlord. JV testified that he does not know if the Tenant told the Landlord that the Tenant vacated. JV testified that never told the Landlord that he was the sole occupant of the rental unit.
18. Here, I am satisfied that the Tenant no longer maintains a substantial connection to the rental unit based on the testimony of JV. It was JV's own testimony that the Tenant moved out of the rental unit after getting married.
19. The real question was whether the Landlord filed within 60 days of discovering JV's occupancy after the Tenant's transfer of the tenancy.
20. JV's position is that the Landlord knew or ought to have known of the Unauthorized Occupants' existence since at minimum 2022 based on communications with JV and therefore there should be a deemed assignment of the tenancy since at least 2022.
21. However, it is not about when the Landlord knew about the Unauthorized Occupants, it's about when the Landlord knew about the Unauthorized Occupants **after** the Tenant vacated or the Tenant's unauthorized transfer of the tenancy. There are many times a Landlord may know about occupants of a unit. However, those occupants are not unauthorized until such time as the Tenant vacates and leaves the occupants behind.
22. So, the proper inquiry is when did the Landlord discover the Unauthorized Occupants after discovering the Tenant was no longer in possession of the unit?

23. EL testified it was not until the L1 hearing that the Landlord discovered that the Tenant and JV were two different people and that that Tenant had vacated the rental unit leaving only JV in possession. The L1 hearing took place on September 12, 2024. The A2 application was filed on Oct 15, 15, 2024.
24. A lot of time was spent trying to establish whether the Landlord knew or should have known that JV was in the unit prior to September 12, 2024, and a different person from the Tenant. However, this is not the relevant consideration. The Landlord may well have known that JV was in the rental unit.
25. The key consideration is when did the Landlord know or should have known that the Tenant had vacated or transferred the tenancy and was the application filed within 60 days of that discovery?
26. Here, JV's own testimony was that he never told the Landlord he was the sole occupant of the rental unit. JV's own testimony was that he did not know if the Tenant notified the Landlord that the Tenant vacated the rental unit.
27. The best evidence I have that the Landlord became aware that the Tenant vacated is that of EL that the discovery was made on September 12, 2024, at the L1 hearing. As such, I am satisfied that the application was filed within 60 days of discovering the Unauthorized Occupants.

Daily Compensation

28. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupants.
29. The Unauthorized Occupants owes the Landlord \$14,760.48 in daily compensation for use and occupation of the rental unit for the period from September 12, 2024, to the January 7, 2026.
30. Based on the Monthly rent, the daily compensation is \$30.56. This amount is calculated as follows: \$929.54 x 12 months, divided by 365 days.
31. Since the Landlord became aware of the Unauthorized Occupants, Unauthorized Occupants paid the Landlord all rent owing to January 31, 2026.
32. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

33. JV testified that he had been living in the rental unit for 16 years and this was a long-term occupancy.
34. Based on the long-term nature of JV's occupancy, I find it appropriate to delay eviction to May 31, 2026 to allow the Unauthorized Occupants to find a new rental unit.

35. 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 postpone the eviction until May 31, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated.
2. The Unauthorized Occupants shall move out of the rental unit on or before May 31, 2026.
3. If the unit is not vacated by May 31, 2026, then starting June 1, 2026, the Landlord may file this order with the Court Enforcement Office (the Sheriff), so that the eviction may be enforced.
4. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord after June 1, 2026.
5. The Unauthorized Occupants shall pay to the Landlord \$30.56 per day for compensation for the use of the unit from February 1, 2026, to the date they move out of the unit.
6. The Unauthorized Occupants shall also pay the Landlord \$201.00 for the cost of filing the application.
7. The Unauthorized Occupants shall pay the Landlord the full amount owing by April 28, 2026.
8. If the Unauthorized Occupants do not pay the Landlord the full amount owing by April 28, 2026, they will owe interest. This will be simple interest calculated from April 29, 2026, at 4.00% on the outstanding balance.

April 17, 2026
Date Issued

Nicole Pedron
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 December 1, 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.