



Order under Section 100 Residential Tenancies Act, 2006

File Number: LTB-L-089787-25

In the matter of: 610, 10 Teesdale Place
Scarborough Ontario M1L1K9

Between: Princess Management C/O Dentonia Place Landlord

And

Mohammed Anisur Rahman Tenants
Samia Sultana

And

Mohammad Main Uddin Unauthorized Occupant

Princess Management C/O Dentonia Place (the 'Landlord') applied for an order to terminate the tenancy of Mohammed Anisur Rahman and Samia Sultana (the 'Tenants') and evict Mohammad Main Uddin (the 'Unauthorized Occupant') because the Tenants 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 April 21, 2026.

The Landlord, the Landlord's Representative, Eric Steiman, the first named Tenant and the Unauthorized Occupant attended the hearing.

Determinations:

Preliminary Issue: Tenant's failure to disclose evidence in advance of the hearing:

1. The Landlord's Representative argued that the Tenants did not serve the Landlord a copy of their evidence in advance of the hearing as required by the rules. The Landlord's Representative requested that the evidence be excluded.
2. The Tenant, Mohammed Anisur Rahman, agreed that he did not serve the Landlord with the Tenants' evidence in advance of the hearing and that he was unaware of having to do so. The Tenant uploaded the documents to the portal on April 15, 2026. The Tenant indicated that he required the documents for the hearing.
3. The Landlord's Representative was given the opportunity to review the documents uploaded by the Tenants. The documents consisted of two short email communications, and a short two-page document titled sublease agreement.

4. After allowing the Landlord's Representative some time to review the Tenants' documents, the Landlord's Representative was offered the option of adjourning the matter, if necessary, at which time the Landlord's Representative submitted that he was prepared to proceed with the application and address the documents accordingly.

Unauthorized Occupancy:

5. The Landlord's Agent, Jelena Slomka (J.S.), testified that she is employed by the Landlord in the capacity of a property manager. Her duties include renting out and showing units, collection of rent, reviewing rental applications, and other day-to-day activities. J.S. has held this position for a period of ten years now.
6. J.S. testified that the Landlord first became aware of the unauthorized transfer of the tenancy on October 15, 2025. J.S. testified that the Landlord made this discovery because of receiving a copy of the Tenants' insurance policy which named the Tenants and another unknown individual on the policy.
7. The Landlord forwarded the Tenants an email asking them to confirm who the second individual on the insurance policy was. The Tenants responded by stating that they no longer occupied the rental unit and that the person named in the policy is the Tenants' cousin or brother who lives in the rental unit. The Tenants' email also stated that the Landlord was aware of this situation and that the Landlord consented or authorized this transfer of the tenancy.
8. J.S. testified that the Landlord was not aware of the transfer of the tenancy and that she never consented to any transfer on behalf of the Landlord, and/or authorized any transfer of the tenancy from the Tenants to any other individuals. She also testified that she is not authorized to do so on behalf of the Landlord.
9. J.S. testified that the Landlord forwarded the Tenants an email confirming that the Tenants do not occupy the unit and that the transfer of the tenancy was never authorized by the Landlord. The communication also asked that the Tenants provide proper notice of termination and have the Unauthorized Occupant vacate the unit.
10. J.S. confirmed that a copy of an agreement titled sublet agreement between the Tenants and the Unauthorized Occupant was received by her on July 12, 2021. This was also confirmed by the document having her initials and date of July 12, 2021, at the top right corner of the document. A copy of this document was tendered as evidence by the Tenants. J.S. also testified that the Tenants never sought the Landlord's consent to sublet or assign the tenancy, and that the Landlord never consented to either sublet or assignment of the tenancy.
11. On cross-examination, J.S. confirmed that she must have been given a copy of the document by the Tenants on or about July 12, 2021. She also agreed that the Landlord would have known about the Tenants' transfer of the tenancy as of that date.
12. J.S. maintained that the Landlord never consented or authorized any transfer of the tenancy.

13. J.S. also confirmed that the Landlord did not file any applications to the Board within 60 days of July 12, 2021, the date on which the Landlord initially discovered the Tenants' unauthorized transfer of the tenancy and unauthorized occupancy.
14. On re-direct, J.S. confirmed that she was not aware whether the Unauthorized Occupant continued to occupy the unit after June 30, 2022, being the end date of the Tenants' agreement with the Unauthorized Occupant. J.S. also did not provide any evidence of any steps taken by the Landlord at that time to determine whether the Unauthorized Occupant was in possession of the unit or not.
15. The Tenant, Mohammed Anisur Rahman (M.A.R.), testified that he and his wife were the Tenants at the rental property. M.A.R. also testified that on or about April 1, 2021, the Tenants vacated the rental unit and transferred their tenancy to the Unauthorized Occupant. M.A.R. did confirm that he stayed at the unit from time to time when visiting his cousin, but he has never re-occupied the unit since vacating in April 2021.
16. M.A.R. testified that he verbally advised J.S. that the Tenants intended on vacating the unit and transferring their tenancy to the Unauthorized Occupant. M.A.R. also confirmed providing J.S. with a copy of a document that he titled sublet agreement. This document essentially read that the Tenants were no longer going to be living in the unit as of June 1, 2021, and that the Unauthorized Occupant would occupy the unit from the period of June 1, 2021, through to June 30, 2022. I am also mindful that the document clearly identified the Tenants intent and the fact that the Tenants had already taken these actions as of at least June 1, 2021.
17. On cross-examination, M.A.R. confirmed that he has on occasion stayed at the rental unit since vacating the unit but that he has never reoccupied the unit on a permanent basis since that time.
18. Section 100 of the Act reads as follows:

Unauthorized occupancy

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. 2006, c. 17, s. 100 (1).

Time limitation

(2) An application under subsection (1) must be made no later than 60 days after the landlord discovers the unauthorized occupancy. 2006, c. 17, s. 100 (2).

19. Section 104(4) of the Act read as follows:

Deemed assignment

(4) A person's occupation of a rental unit shall be deemed to be an assignment of the rental unit with the consent of the landlord as of the date the unauthorized occupancy began if,

(a) a tenancy agreement is not entered into under subsection (1) or (2) within the period set out in subsection (3).

(b) the landlord does not apply to the Board under section 100 for an order evicting the person within 60 days of the landlord discovering the unauthorized occupancy; and

(c) neither the landlord nor the tenant applies to the Board under section 101 within 60 days after the end of the subtenancy for an order evicting the subtenant. 2006, c. 17, s. 104 (4).

20. Based on the evidence, I am satisfied that it is more likely than not that the Landlord first discovered the unauthorized transfer of the tenancy and unauthorized occupancy on July 12, 2021. This is supported by the Tenants providing the Landlord's Agent with a copy of a sublet agreement that clearly shows that as of June 1, 2021, the Tenants have transferred their tenancy without the Landlord's consent, and that an unauthorized occupancy has taken place.

21. The application was not filed within 60 days after the Landlord discovered the unauthorized occupancy. The Landlord became aware of the transfer of the tenancy or ought to have known of the transfer as of July 12, 2021, the date on which the Landlord was provided a copy of an agreement between the Tenants and the Unauthorized Occupant. Based on the wording of this agreement, it was clear that the transfer and/or unauthorized occupancy had taken place as of June 1, 2021. The Landlord would have had 60 days to file an application from that time. The Landlord failed to file an application under section 100 within the prescribed time. Therefore, the application must be dismissed.

It is ordered that:

1. The application is dismissed.

April 30, 2026
Date Issued

Ilan Shingait
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.