



Order under Section 100 Residential Tenancies Act, 2006

Citation: Brunswick Terrace v Latka, 2026 ONLTB 34172

Date: 2026-04-30

File Number: LTB-L-081117-25

In the matter of: 804, 375 BRUNSWICK AVE
TORONTO ON M5R2Z3

Between: Brunswick Terrace Landlord

And

Peter Latka Tenant

And

Frederico Naranjo Unauthorized Occupant

Brunswick Terrace (the 'Landlord') applied for an order to terminate the tenancy of Peter Latka (the 'Tenant') and evict Frederico Naranjo and Unauthorized Occupant(s) (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 26, 2026.

The Landlord's representative, Bryan Rubin, the Tenant and the Unauthorized Occupant attended the hearing.

Determinations:

Preliminary issues

Adjournment request

1. At the outset, the Tenant stated that the Board had previously granted him accommodation, namely that he be allowed frequent breaks during the hearing and that he be served with documentation by email. For this hearing, however, he only received the notice of hearing by mail around March 12, 2026, which only gave him fourteen days' notice of an application that had been filed over six months ago. As such, he requested an adjournment to properly prepare for the hearing.

2. The Landlord's representative opposed the adjournment request, stating that the Board had already denied the Tenant's request to reschedule the hearing so that it could be heard at the same time as the Tenant's T2 application.
3. The Board's file indicates that the Notice of Hearing was mailed to the Tenant and the Unauthorized Occupant on February 24, 2026. As such, it was deemed served on March 1, 2026. Furthermore, while the Tenant filed an accommodation request with respect to his T2 application (LTB-T-075594-25), there was no accommodation request filed with respect to this file. Regardless, I reviewed the Tenant's accommodation request in LTB-T-075594-25. There is nothing in the Board's direction stating that the Tenant was to be emailed documentation, rather than mailed.
4. Given that it was prior to 11:00 a.m. and that all parties were present, I exercised my discretion to deny the Tenant's request to adjourn the hearing. I advised the Tenant to advise me when he required a break.

Disclosure

5. The Tenant stated that he was informed by the LTB that his emailed communication would not be uploaded to the Board's file, whereas communications emailed by the Unauthorized Occupant were uploaded. The Tenant confirmed, however, that he did not require the email communication for the hearing, but rather was raising it as a matter of procedural fairness. Given that there was no prejudice to the Tenant (i.e. he confirmed he did not require the emailed communication for the hearing), I exercised my discretion to proceed with the hearing.

The Application

6. For the following reasons, I find that the Tenant did not transfer 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').
7. The rental unit is a one-bedroom, one washroom unit.
8. On September 23, 2025, the landlord file the A2 application with the Board stating that the Tenant had transferred the tenancy to another person without the Landlord's consent and requesting that the Board terminate the tenancy and evict the unauthorized occupant.
9. An A2 application is founded on section 100 of the Act, which states:
 - (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. [Emphasis added]

Landlord's evidence

10. In the present case, the Landlord's position is that the Tenant was experiencing financial difficulties and transferred occupancy of the unit to the Unauthorized Occupant to ensure that rent was paid. It was only after rent was not paid in August 2025 that property management attended the unit and discovered the Unauthorized Tenant.
11. The Unauthorized Occupant testified that he worked in the residential complex where the unit was located. In August 2025, he accepted the Tenant's offer to sublet the tenant's unit for eight months because the rent was lower than he was currently paying for his own unit. He paid the Tenant a last months' rent deposit. Prior to moving in on August 28, 2025, the Tenant told him circumstances had changed and they would actually be roommates. This was not acceptable to the Unauthorized Occupant and since the Tenant refused to return his deposit, he moved into the unit. He refused to pay any further money and vacated the unit on October 3, 2025. Although he did not see the Tenant in the unit while he was living there, he does believe that the Tenant came into the unit during the day. He confirmed that the Tenant did not sleep in the unit at night, believing that Tenant was sleeping at his mother's home in another building.
12. On cross-examination, the Unauthorized Occupant admitted sending an email to the Tenant dated August 23, 2025 which read as follows:

Thanks for outlining everything. I've read through the details and everything looks good to me. I confirm that I'm on board with the rent, utilities, and shared spaces arrangements as you described.

However, I'd like to clarify one point about your return: I understand that I'll be your roommate for the next eight months, but it's not clear to me how many months you'll be away.

Looking forward to a smooth roommate experience over the next eight months!

13. The Unauthorized Occupant stated that the email was sent after the Tenant advised him that subletting was not available and they had to pretend they were roommates.

Tenant's evidence

14. The Tenant denied that he transferred the tenancy to the Unauthorized Occupant, stating that he and the unauthorized Occupant had agreed to be roommates, which arrangement only lasted for five weeks because he started to feel unsafe when the Unauthorized Occupant tried to stop him from entering the unit. The Tenant stated he has lived in the unit for fourteen years and only entered into the roommate arrangement because of his mother's health issues. He did not deny that he was having financial issues or that his arrangement was for the Unauthorized Occupant to pay the full amount of rent charged for the unit, rather than fifty per cent. He confirmed that the Unauthorized Occupant moved out of the unit after five weeks.

Analysis

15. Based on the evidence before me, I am not satisfied that the Tenant transferred the tenancy to the Unauthorized Occupant. There is no evidence that the Tenant ever moved out of the unit. The Tenant has not relinquished control of the rental unit to the Unauthorized Occupant and, as of the date of the hearing, still lives in the rental unit. While the Unauthorized Occupant paid an amount equivalent to the full rent, payment of rent alone does not establish a transfer of occupancy.
16. Furthermore, there is no dispute that the Unauthorized Occupant no longer resides in the unit. As the alleged transfer ended months prior to the hearing, there is no ongoing transfer of occupancy for the Board to remedy.
17. I find that the Tenant did not transfer 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'). Therefore, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

April 30, 2026
Date Issued

Karen Gonçalves
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.