



Order under Section 100 101 Residential Tenancies Act, 2006

Citation: 1212763 Ontario Ltd v Moody, 2026 ONLTB 34231

Date: 2026-05-04

File Number: LTB-L-104442-25

In the matter of: 1103, 190 Exbury Road
Toronto Ontario M3M1R8

Between: 1212763 Ontario Ltd Landlord

And

Carmeta Moody Tenant

And

Joy Brown Unauthorized Occupant

1212763 Ontario Ltd (the 'Landlord') applied for an order to terminate the tenancy of Carmeta Moody (the 'Tenant') and evict Joy Brown (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 agent, Mirela Kruja, the Landlord's representative, Howard Levenson, the Unauthorized Occupant and the Unauthorized Occupant's representative, Renisha Cox, attended the hearing.

Determinations:

1. For the following reasons, I find that 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.

Landlord's evidence

2. The Landlord's witness testified that she has been the Landlord's property manager for two years. On November 19, 2025, she received an email from the Landlord's community manager, Tina Brinkman, advising her that the Tenant and her husband had passed away. Although staff were aware that the Tenant passed away over three years ago, they only found out about three days ago that the Tenant's husband had passed away. They did

not know when he passed away. Despite requests, the Unauthorized Occupant did not provide the Landlord with death certificates for either the Tenant or her husband.

3. The Unauthorized Occupant is the Tenant's niece. She and her husband, Leroy Thompson, moved into the unit after the Tenant passed away to provide care giver services for the Tenant's husband. The only time the Landlord dealt with the Unauthorized Occupant was when she requested a parking spot for herself and a nurse who was assisting with caregiving services. Although only tenants can apply for parking, the Unauthorized Occupant was granted her request for two parking spots because the Landlord's staff knew she was providing caregiving services for the Tenant's husband.

Testimony of Unauthorized Occupant

4. The Unauthorized Occupant testified that she and her husband moved into the unit on October 1, 2017 because her aunt and uncle needed company and assistance with daily living. The Tenant passed away on October 12, 2020. When she returned from the hospital that day, the Unauthorized Occupant saw the superintendent, Austin, and the cleaner, Maria, in the lobby and told them that her aunt had just passed away. She denied that anyone asked her for a death certificate.
5. In July 2022, the Unauthorized Occupant asked Tina Brinkman if she could be added to the tenancy agreement but never heard back from her. While she admitted that she never signed a tenancy agreement with the Landlord, she assumed she and her husband were tenants because they had signed two parking agreements with the Landlord [Doc 7612326, pages 3 and 4].
6. The Tenant's husband passed away on February 21, 2024. About a month or two later (maybe March), the Unauthorized Occupant saw the superintendent, Alliston, in the lobby and told him that her uncle had passed away. The Unauthorized Occupant continued to pay rent by way of personal cheque.
7. The Unauthorized Occupant confirmed that she did not complete the fire evacuation form she received some time in 2025. She stated that the superintendent, Alliston, told her she did not have to complete it since her uncle had passed away. In November 2025, management delivered an occupancy form and asked all occupants in the unit to sign it. The Unauthorized Occupant completed the form and gave it to Tina Brinkman. The application was filed shortly thereafter on November 21, 2025 and as of December 1, 2025, the Landlord refused to accept payments towards rent from the Unauthorized Occupant.

Analysis

8. It is undisputed that the Tenant passed away on October 12, 2020. The only situation in which a tenancy survives the death of a sole tenant is where the Tenant's spouse lives in the unit as their principal residence such as is the case here. It is undisputed that the Tenant's spouse continued to reside in the unit up until his death on February 21, 2024.
9. I am not persuaded that the Unauthorized Occupant verbally informed the Landlord's superintendents (i.e. Austin and/or Alliston) and the cleaner, Maria, that both the Tenant and

then the Tenant's spouse had passed away. Neither superintendents or the cleaner attended the hearing nor was there any documentary evidence, such as an email or communication, to corroborate the testimony of the Unauthorized Occupant that she informed them about the passing of the Tenant or the Tenant's spouse. I found the Unauthorized Occupant's testimony vague at times. For example, when asked when she completed the occupancy form which, in my view, alerted the Landlord to the fact that the Tenant and her spouse were no longer in the unit, she initially said September, then it was the summer, then it was May. As such, I find it more likely than not that the Landlord's witness only became aware that the Tenant's spouse had passed away on November 19, 2025 after the Unauthorized Occupant completed an occupancy form.

10. The Unauthorized Tenant admitted that she never entered into a tenancy agreement with the Landlord despite asking to be added to the tenancy agreement. I am not satisfied that the ancillary agreements (i.e. the parking agreements) created a tenancy.
11. Based on the evidence before me, I am satisfied that the tenancy was not assigned to the Unauthorized Occupant. I am also satisfied that, regardless of whether the Unauthorized Occupant lived in the unit with the Tenant and her husband, the Unauthorized Occupant is not a tenant of the rental unit and has no right to possession of the rental unit.
12. The application was filed within 60 days after the Landlord discovered the unauthorized occupancy. The Unauthorized Occupant was in possession of the rental unit on the date the application was filed.

Daily Compensation

13. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant.
14. Given that it is undisputed that the Unauthorized Occupant paid rent for the unit for November 2025, the Unauthorized Occupant owes the Landlord \$5,408.01 in daily compensation for use and occupation of the rental unit for the period from December 1, 2025 to the March 26, 2026, calculated as follows:
 - Based on the Monthly rent of \$1,396.54, the daily compensation for December 2025 is \$45.91. This amount is calculated as follows: $\$1,396.54 \times 12 \text{ months}$, divided by 365 days.
 - Based on the Monthly rent of \$1,425.85 [Doc 7537071- rent ledger], the daily compensation as of January 1, 2026 is \$46.88. This amount is calculated as follows: $\$1425.85 \times 12 \text{ months}$, divided by 365 days.
15. Since the Landlord became aware of the Unauthorized Occupant, the Tenant and/or the Unauthorized Occupant paid the Landlord \$0.00 in compensation for use of the rental unit. I say this based on the Landlord's rent ledger and because the Landlord did not challenge the testimony of the Unauthorized Occupant that payment towards rent was not accepted after November 2025.

16. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Section 83 Considerations

17. 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. This provides the Unauthorized Occupants with a little extra time to find a new place to live while minimizing prejudice to the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated.
2. The Unauthorized Occupant 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 May 31, 2026.
5. The Unauthorized Occupant shall pay to the Landlord \$5,408.01 which represents daily compensation for the use of the rental unit from December 1, 2025 to the March 26, 2026.
6. The Unauthorized Occupant shall also pay to the Landlord \$46.88 per day for compensation for the use of the unit from March 27, 2026 to the date they move out of the unit.
7. The Unauthorized Occupant shall also pay the Landlord \$201.00 for the cost of filing the application.
8. The Unauthorized Occupant shall pay the Landlord the full amount owing by May 31, 2026.
9. If the Unauthorized Occupant does not pay the Landlord the full amount owing by May 31, 2026, they will owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% on the outstanding balance.

May 4, 2026
Date Issued

Karen Gonçalves
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 November 16, 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.