



Order under Section 100 Residential Tenancies Act, 2006

Citation: Chin v Wallace, 2026 ONLTB 35940

Date: 2026-05-07

File Number: LTB-L-077358-25

In the matter of: 104, 2704 Lake Shore Blvd West
Toronto Ontario M8V1G8

Between: Fong Investments Landlord

And

Sarah Wallace Tenant

And

Alana Pylypiak Unauthorized Occupant

Alfonso Chin and Fong Investments (the 'Landlord') applied for an order to terminate the tenancy of Sarah Wallace (the 'Tenant') and evict Alana Pylypiak (the 'Unauthorized Occupant') because the Tenant transferred occupancy of the rental unit to the Unauthorized Occupant without the Landlord's consent.

At the hearing, the Landlord's agent, A. Chin, said that it is his company, Fong Investments, who should be the named Landlord. The application was accordingly amended.

This application was heard by videoconference on February 19, 2026.

The Landlord's agent, A. Chin, the Landlord's legal representative, C. Spiteri, and the Tenant attended the hearing.

As of 1:43 p.m., the Unauthorized Occupant/Subtenant was not 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 only with the evidence of the Landlord and the Tenant.

Determinations:

1. For the reasons below, 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.

2. The Unauthorized Occupant was in possession of the rental unit on the date the application was filed.
3. The Landlord's agent, A. Chin (AC) said that his corporation took ownership of the residential complex about 10 years ago, and the Tenant began her tenancy soon after that. He said that there is a last month's rent deposit being held on behalf of the Tenant.
4. AC said that he was first told by his superintendent that the Tenant was seen moving out her belongings at the end of May 2025, and he saw someone else move in to the rental unit. He said that he was told that Alanna Pylipyak (AP) was living there. AC said that the Tenant never asked him if she could assign or sublet her unit. He said that the Tenant did ask whether her entry code could be changed to the name of her friend AP, because she was going away for a month, and he told her that it was not possible to change it if she was going to be gone only a few months. AC said that the Tenant also asked to add AP's name to the lease because she was her girlfriend. AC said that he sent a message on July 2, 2025, asking when the Tenant was planning to return, and he received no reply.
5. AC said that he wrote the date September 7, 2025, in his application as the date of first "becoming aware" of the Tenant's unauthorized transfer of tenancy because the Tenant had previously kept telling him she was returning in a month or two. It was only by then he realized that she was not returning and that she had transferred her tenancy.
6. AC said that he has continued to receive rent payments from the Tenant.
7. The Tenant testified that she moved out of her unit in May 2025 in order to renovate an income property that she purchased in Newfoundland. She confirmed that she informed the Landlord she would be going away for an unspecified number of months, and she also confirmed that she asked the Landlord to change the entry code number to AP's number, but the Landlord refused. The Tenant said that AP moved into the rental unit on June 1, 2025. She said AP was previously living with AP's mother, but the Tenant asked her to move in to the unit to take care of her plants and receive packages.
8. The Tenant said that she was away from the rental unit from June to December 2025 because she had issues with a contractor working on her income property. She said that it will take many months to get the property "into shape", and she intends to rent it out to seasonal workers and tourists, and also to use it for family visits. She said that she does not plan to live in the property herself. The Tenant said that she never informed the Landlord about her activities, or how long she was going to be away because she did not believe it was his business to know about her life. The Tenant said that she intends to return to Toronto, she is paying all the rent, and she pays all the bills. She said that AP does not pay the rent.
9. The Tenant said that her plan is to return to Toronto in June 2026 for a few weeks, and then in September for a few weeks, and then for good in June 2027. She said that the rental unit is her home, and she is willing to do what is necessary to retain it.
10. The Landlord submits that the Tenant has transferred her tenancy to an unauthorized occupant for an indefinite period of time.

Reasons and Analysis:

11. I find that the Tenant has transferred her tenancy to AP without the authorization of the Landlord for the following reasons.
12. While the Tenant testified that her intention is to return and live in her unit, she was very vague about dates and times. She said she intends to return permanently by at least June 2027. It is undisputed that the Tenant will not have lived in her unit for at least two years in June 2027. The Tenant did not provide any credible reason for an absence of two years. She said she had issues with contractors from June to December 2025. She provided no other reason for her necessary continued absence after that time. I find that it is not a credible business plan to take two years to fix up an income property that one does not live in, if one's genuine intention is to buy it as an investment and rent it out as a business.
13. I find, on a balance of probabilities, that the Tenant's activities since June 2025 all point to her genuine intention, which was to move out of her unit and hand it over to AP. The Tenant indisputably moved out her belongings at the end of May 2025, as witnessed by the superintendent, and AP moved into the rental unit on June 1, 2025. It is unclear how much, or if any, of the Tenant's belongings remain in the unit. Neither party provided photos or evidence of what remains in the rental unit. The Tenant asked the Landlord to add AP to the lease so she would have the rights of a Tenant, and she also asked the Landlord to change the entry code to AP's name and number. There was undisputed evidence that AP had been authorized by the Tenant to park in the Tenant's parking space. There is no evidence that the Tenant has had any connection to the rental unit for at least nine months by the date of the hearing, and the Tenant herself only provided vague dates about when she may or may not return to the unit. The Tenant said that AP is her girlfriend, but she did not provide any further information about their relationship. AP is not the Tenant's spouse, nor can she be a common law spouse, because the Tenant's own evidence is that they have never lived together. AP did not attend the hearing to provide her own evidence. Although the Tenant has continued to pay the Landlord the rent in her own name, that is the only remaining connection the Tenant has to the rental unit.
14. It is undisputed that the Tenant never asked for, nor did she receive, authorization to assign or sublet her unit to AP. The Tenant does not have proprietary rights to the rental unit to do what she likes with it when she no longer has any connection to it. The very definition of "tenant" in the *Residential Tenancies Act, 2006* (the 'Act') includes the act of "occupying" a rental unit, and the Tenant has not occupied it for nine months, nor is there any concrete date that she will return to occupy it. The Tenant no longer has any connection to the rental unit, and therefore, the Landlord has proved, on a balance of probabilities, that the Tenant has transferred occupancy of the rental unit to the Unauthorized Occupant without the Landlord's consent.
15. I find that the Landlord has complied with subsection 100(2) of the Act by filing his application on September 9, 2025, after first becoming aware of the transfer on September 7, 2025. It was reasonable of the Landlord to believe the Tenant when she said that she planned to return to her unit, especially when she kept repeating that it would only be a month or two. It was not unreasonable for the Landlord to wait a couple of months and

continue to inquire. In fact, it would have been unreasonable of the Landlord to file an A2 application too soon after the Tenant left when she repeatedly told the Landlord her absence was very temporary. The Tenant testified that she did, in fact, kept telling the Landlord she would return soon, and also testified that she did not tell the Landlord any of her plans because she did not believe it was their business. It was only when it became evident to the Landlord that the Tenant was not planning to return that the Landlord chose to file their application. The application was filed within 60 days of the Landlord reasonably becoming aware that the occupancy had been transferred without authorization.

Section 83 Considerations

16. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. However, as the Tenant is not in arrears, and she is currently living a far distance from the unit, I find that it would not be unfair to postpone the eviction until June 30, 2026 to provide the Tenant an opportunity to attend the unit and retrieve any personal belongings that may remain in the unit.
18. AC said that there is a last month's rent deposit, though it is unclear how much is being held, when it was collected, or whether interest has been applied to it. Consequently, I find that it is not unfair to order the Landlord to apply the last month's rent deposit to the rent for June 2026. The parties did not disclose the amount of the lawful rent, so should the Tenant not vacate the rental unit by June 30, 2026, no ongoing compensation can be ordered.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated.
2. The Tenant and the Unauthorized Occupant shall move out of the rental unit on or before June 30, 2026.
3. If the unit is not vacated by June 30, 2026, then starting July 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 July 1, 2026.
5. The Landlord shall apply the last month's rent deposit being held on behalf of the Tenant to the rent for the month of June 2026.

6. The Tenant or the Unauthorized Occupant shall pay the Landlord \$201.00 for the cost of filing the application.
7. The Tenant or the Unauthorized Occupant shall pay the Landlord the full amount owing by June 30, 2026.
8. If the Tenant or the Unauthorized Occupant do not pay the Landlord the full amount owing by June 30, 2026 they will owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% on the outstanding balance.

May 7, 2026
Date Issued

Nancy Morris
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.