



AMENDED
Order under Section 100
Residential Tenancies Act, 2006

Of my own motion the order is clerical amended are underlined and in bold.

File Number: LTB-L-036154-23-AM

In the matter of: **Basement via side door**, 365 Mississauga
Valley Blvd
Mississauga On L5A1Y9

Between: Van Cuong Nong Landlord

And

Samir Dabbour Tenant

And

Unauthorized Occupant

Mohammad Raed Suleman Alrusan
Omar Ali Mohammad Albashaireh
Majed Muneer Ahmad Haddad

Van Cuong Nong (the 'Landlord') applied for an order to terminate the tenancy of Samir Dabbour (the 'Tenant') and evict Mohammad Raed Suleman Alrusan, Omar Ali Mohammad Albashaireh and Majed Muneer Ahmad Haddad (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 April 9, 2025.

The Landlord, the Landlord's Legal Representative Kimberly Holt and all the Unauthorized Occupant attended the hearing.

As of 1:05 p.m. the Tenant **not** was 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.

Procedural History:

1. The application was adjourned from July 22, 2024, at the request of the unauthorized occupants, as they required the assistance of an Arabic interpreter. The parties agreed to reschedule the application for September 12, 2024, at 9:00 a.m., via videoconference on line #124.

2. On July 22, 2024, I issued an interim order along with instructions to the unauthorized occupants outlining the steps required to secure an interpreter.
3. The application resumed on September 12, 2024. On that date, the unauthorized occupants again requested an adjournment, stating that they still required an Arabic interpreter. They indicated that they had not secured one, but that Legal Aid would be representing them and attending the hearing. However, Legal Aid did not appear. The tenant, Mr. Dabbour, attempted to interpret for the unauthorized occupants, but I had concerns as he was not a neutral third-party interpreter. Although I attempted to allow him to interpret, he refused to do so until specifically instructed, which disrupted the flow of the hearing. I adjourned the matter to ensure natural justice and procedural fairness.
4. On September 24, 2024, I issued another interim order instructing the tenant and unauthorized occupants to continue paying rent until the matter returned, and I provided further instructions regarding obtaining an interpreter.
5. When the matter returned on April 9, 2025, the unauthorized occupants had still not secured an interpreter. They also stated that the tenant, Mr. Dabbour, was out of the country and unable to attend. I note that no request for an adjournment was uploaded by the tenant, nor was any documentation submitted to support the claim that he was out of the country and unable to participate.
6. During the April 9, 2025 hearing, I made inquiries with the unauthorized occupants regarding their ability to participate. Mr. Mohammad Raed Suleman Alrusan spoke on behalf of the other two unauthorized occupants, though they also contributed some testimony. I found that each party was reasonably able to participate, as they asked questions of the landlord and provided testimony.

Determinations:

1. 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 Landlord Mr. Nong testified that on or about October 2, 2021, he entered into a tenancy agreement with the tenant Samir Dabbour. This is also the day the tenancy began.
3. On or about March 20, 2023, the Landlord testified he entered the rental unit to take measurements for installation of a countertop slab. During this visit, he spoke with an unauthorized occupant and learned this was one of the Tenant's cousins. He discovered they had moved into the rental unit, and that the Tenant had vacated.
4. He testified that at approximately 3:17 p.m., Mr. Nong state he texted the Tenant. The following was the exchange of text messages between the Landlord and Tenant:

5. Mr. Nong stated he did not give permission for the unauthorized occupants to live in the rental unit nor did he sign any lease agreement with them.

6. The relevant sections of the *Residential Tenancies Act, 2006* (the 'RTA') say:

91 (1) *If a tenant of a rental unit dies and there are no other tenants of the rental unit, the tenancy shall be deemed to be terminated 30 days after the tenant's death.*

.....

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.*

(2) An application under subsection (1) must be made no later than 60 days after the landlord discovers the unauthorized occupancy.

(3) A landlord who makes an application under subsection (1) may also apply to the Board for an order for the payment of compensation by the unauthorized occupant for the use and occupation of the rental unit, if the unauthorized occupant is in possession of the rental unit at the time the application is made.

7. I turn to Guideline 21 of the *Landlord and Tenant Board's Interpretation Guidelines* (the "Guidelines") addresses "Occupants and Roommates" and states in part the following:

There is no definition of "occupant" in the RTA.

- An occupant or roommate lives in the rental unit at the invitation and at the indulgence of the tenant and under the terms of the tenancy. An occupant or roommate cannot file an application at the LTB relating to the tenancy against either the landlord or the tenant.
- Where an occupant pays part of the rent directly to the tenant, the occupant does not become a tenant. Where the occupant pays part of the rent directly to the landlord, the payment of rent does not automatically result in the occupant becoming a tenant.

8. In accordance with the guidelines, an occupant has no rights under the 'Act'. Even if I was evidence presented that the occupant paid rent to the Landlord it does not automatically result in the occupant becoming a tenant.

9. The Unauthorized Occupants did not provide any evidence to prove a tenancy with the Landlord, such as a lease agreement or consent to transfer from the Landlord. There was

not any evidence presented, such as a written lease, emails, or text messages, to support that the Landlord had transferred occupancy to them.

10. The Unauthorized Occupant were in possession of the rental unit on the date the application was filed.
11. I am satisfied that the application was filed within 60 days after the Landlord discovered the unauthorized occupants. The Landlord stated he discovered the unauthorized occupants on or about March 20, 2023, and the application was filed April 30, 2023, which is within 60 days.

Daily Compensation

12. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant.
13. The Unauthorized Occupant owes the Landlord **\$19,199.00** in daily compensation for use and occupation of the rental unit for the period from March 8, 2023 to the July 1, 2025.
14. Based on the Monthly rent, the daily compensation is **\$52.60**. This amount is calculated as follows: **\$1550.00** x 12 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.
16. **The last month rent deposit is being held by the Landlord in the amount of \$1,550.00, that amount shall be deducted to the outstanding amount.**
17. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs. That cost will be paid by the Tenant.

Section 83 Considerations

18. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 20, 2023, the date the Landlord discovered the unauthorized occupants.
2. The Unauthorized Occupant shall move out of the rental unit on or before July 26, 2025.
3. If the unit is not vacated by July 26, 2025, then starting July 27, 2025, 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 27, 2025.
5. **The Unauthorized Occupant owes the Landlord \$17,649.00 in daily compensation for use and occupation of the rental unit for the period from March 8, 2023 to the July 1, 2025.**
6. **Based on the Monthly rent, the daily compensation is \$52.60. This amount is calculated as follows: \$1550.00 x 12 months, divided by 365 days.**
7. The Tenant shall pay the Landlord \$201.00 for the cost of filing the application.
8. The Unauthorized Occupant/Tenant shall pay the Landlord the full amount owing by July 26, 2025.
9. If the Unauthorized Occupant/Tenant does not pay the Landlord the full amount owing by July 26, 2025 they will owe interest. This will be simple interest calculated from July 27, 2025 at 4.00% on the outstanding balance.

May 12, 2026
Date AMENDED

Anthony Bruno
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 January 27, 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.