



Order under Section 100 Residential Tenancies Act, 2006

Citation: Tivoli Towers v Pusey, 2026 ONLTB 40460

Date: 2026-05-22

File Number: LTB-L-030649-25

In the matter of: 105, 230 Woolner Avenue
Toronto Ontario M6N1Y7

Between: Tivoli Towers Landlord

And

Roy L Pusey Tenant

And

Unauthorized Occupant(s) Unauthorized Occupants

Tivoli Towers (the 'Landlord') applied for an order to terminate the tenancy of Roy L Pusey (the 'Tenant') and evict the 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 24, 2026.

The Landlord's agent, M. Woolmer, the Landlord's legal representative, D. Ciobotaru, and the Tenant attended the hearing. The Tenant was assisted by his daughter, L. Pusey. The Tenant's witness, C. Burton, also attended the hearing. The Landlord's witness, C. Calinsky, also attended the hearing.

Determinations:

1. For the reasons below, I find, on a balance of probabilities, that the Tenant transferred the occupancy of the rental unit to the Unauthorized Occupants 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 monthly rent is \$1,318.54.

Background:

4. The Landlord's evidence is that they first became aware that there were unauthorized occupants in the rental unit in March 2025, when the superintendent, C. Calinsky (CC) was in the rental unit for a leak repair. CC said that he went to fix the issue, and he did not see the Tenant. He said that he observed a completely new furniture set-up in the rental unit, and he saw a family he did not recognize. CC said that he knows the Tenant and the Tenant's daughter, L. Pusey (LP), and he had also been in the rental unit many times over the years. CC said that the unfamiliar family consisted of a husband, wife and three daughters, and he noticed they were using the kitchen to prepare food, and he also observed that they appeared to be sleeping in the bedroom. He said that since March 2025 he has not seen the Tenant. He said that over that time, he has only seen LP on rent payment day.
5. CC submitted into evidence a photo of a vehicle parked in the residential complex parking lot that he said he has seen being used by the unauthorized occupants. He said that he is familiar with LP's vehicle that was frequently parked in the designated spot for the Tenant, and it is not the vehicle in the photo. Although the vehicle in the photo is not parked in the Tenant's designated spot, he said that he has seen it parked in the Tenant's spot, and he has also seen it being used only by the unauthorized occupants.
6. CC testified that he had checked the common area cameras between the hours of 6 a.m. and 9 a.m., for any sign of the Tenant the day of the hearing. He said that he did not see him exiting either the north door or the front door.
7. The Landlord's witness, M. Woolmer (MW) works in the Landlord's office located in the residential complex. She also said that she is very familiar with the Tenant and his daughter. MW said that the Landlord installed cameras in the lobbies and hallways, and they are able to monitor who goes in and out of the Tenant's unit. She said that it is normally LP who physically came to the office to pay the rent, and neither LP nor the Tenant told the Landlord that there were other people living in the rental unit. MW said that LP stopped paying the rent in person when the Landlord filed their application. LP began to pay by etransfer using her father's email address. MW said that she monitors the cameras and she has not seen the Tenant or LP coming in and out of the rental unit since March 2025. However, MW said that she has seen the unauthorized occupants on the camera footage.
8. MW said that the Tenant has never made a request to either sublet the rental unit, nor to transfer his tenancy. She also said that the Tenant is not in arrears to the date of the hearing.
9. LP said that she was living in the rental unit with her father, the Tenant, until she moved to Brampton in July 2025. She said that her father still lives in the rental unit.
10. LP said that the people that CC observed in the rental unit in March 2025 were the Tenant's caregiver and her family. However, LP said that her father was also in the unit on that day as well. The Tenant later confirmed that he was inside his bedroom on the day of the leak repair. She said that her father requires daily care because he is blind, and the caregiver was arranged through the hospital. She said that the caregiver, Corvette, is not living in the rental unit but her children come to see her in the rental unit. The Tenant said

that he hired Corvette two years ago, and he also said that Corvette's family come to the unit frequently. He said that Corvette's husband often stops by.

11. LP said that she did not think she needed any documentation to prove Corvette's employment, and that is why she has not provided any since the first adjourned hearing in October 2025. LP said that Corvette lives somewhere else with her family, but LP did not wish to provide that address.
12. LP submitted into evidence a number of documents sent to her father at the rental unit that are all dated recently. There is a document addressed to the rental unit address from the Tenant's insurer, a few tax documents, an ODSP document, and a medical diagnosis. The latest date on any of the documents sent to the rental unit is June 2025. LP said that the car seen in the photo belongs to Corvette, and she needs a place to park when caring for the Tenant.
13. LP said that the Tenant is under a lot of stress most of the time, and he almost never leaves the rental unit. She said that he has also spent periods of time in hospital. She also said that the rental unit is on the ground floor, right near an exit, so the Tenant would not have to leave or enter by the front door of the building. She said that the furniture set up has changed since her sister passed away in 2024. LP said that when her sister was alive, they could not have furniture in the living-room, but they have purchased a sofa for the Tenant's use since 2024 for the Tenant to be more comfortable in the rental unit.
14. LP said that she did not think she was required to go to the Landlord after the first adjourned hearing in October 2025 in order to introduce them to Corvette because LP did not think it was an issue, and in any case, LP had to go to work during the day.
15. LP said that the Tenant has lived in the rental unit for more than 15 years, and he has nowhere else to go. She said that he only leaves the unit to go to medical appointments. The Tenant said that it is usually Corvette who takes him to medical appointments.
16. Both LP and the Tenant said that they were attending this hearing from LP's house because LP had to go to work afterward. He said that he left to go to LP's house at 7 a.m. on the morning of the hearing. After CC testified that he had looked at the camera footage for that time period, LP said that she picked up her father at 5:30 a.m.
17. At the end of the hearing, the Tenant managed to reach Corvette by phone to provide testimony on behalf of the Tenant. She was visiting a child in hospital. She said that she works for the Tenant seven days a week, and she lives in Kitchener. She said that she commutes back and forth almost every day. Corvette said that she has three children, six, seven and eleven, and they attend school in Kitchener. She said that her husband drives the children back and forth to school. He works in Vaughan. Corvette said that the children miss her, so they frequently visit her in the rental unit. She said that she could not disclose how much the Tenant is paying her, and the pay comes from the Tenant's daughter. She said that she is not a certified PSW, and she was recommended to the Tenant by a family friend.

18. Corvette said that she remembered the superintendent attending the unit in March 2025 for a repair. However, she said that her husband was not there, and she does not remember that her children were there. She said that her husband has never slept in the rental unit.

Reasons and Analysis:

19. I find that the Tenant no longer lives in the rental unit, and he has transferred the occupancy of the rental unit to Corvette and her family for the following reasons.
20. Both of the Landlord's witnesses were consistent in their testimony that they have seen no sign of the Tenant in his rental unit, nor have they seen him coming and going from the residential complex, for over a year. MW has repeatedly checked common area camera footage. They have both seen Corvette's car consistently on the residential complex, whereas they used to see LP's car. CC was well acquainted with the Tenant, and he had been in the rental unit many times before March 2025, but when he went to repair a leak in March 2025, he saw a completely different set-up in the unit, he observed a completely different family living there, and he saw no sign of the Tenant.
21. The Tenant's evidence was inconsistent, contradictory, and not at all credible. The Tenant said he has been continually in his rental unit except for occasional hospital stays, yet there is no sign of it on camera, nor have any of the Landlord's witnesses seen him. The Tenant's mail introduced into evidence, sent to the rental unit address, had no date past June 2025. There was a hearing in October 2025, the Tenant was well aware of the application, yet he had not found any reason to provide any documentation whatsoever of Corvette's employment, nor of any payments to her in the six months between October 2025 and this hearing. The Tenant's testimony about how he came to employ Corvette contradicted the testimony provided by Corvette herself. There was contradictory evidence provided about Corvette's credentials to be a caregiver. None of the Tenant's witnesses were prepared to say how much, nor how Corvette is paid, nor did any of them provide any documentary proof of Corvette's pay. LP was unwilling to provide Corvette's address. However, Corvette's evidence about living in Kitchener and commuting back and forth seven days a week over 100 km, by car, on an exceedingly busy highway, for a wage that no one was willing to disclose stretches all credulity. Corvette said that her children attend school in Kitchener, but her husband, who works in Vaughan, is willing, and does, frequently drive to Kitchener to pick them up to drive them back to the rental unit to visit their mother because they miss her. That testimony was where credulity was stretched beyond the breaking point. Finally, the Tenant's explanation for why he had to attend the hearing from his daughter's unit in Brampton did not make any sense, particularly in light of the superintendent's testimony that the Tenant could not be seen in any camera footage leaving or entering the residential complex between 6 and 9 a.m. on the day of the hearing.
22. On the basis of the above, I prefer the Landlord's consistent, and more credible evidence. That is, the Tenant has moved out of the rental unit, and he has transferred the tenancy to unauthorized occupants without asking for the Landlord's permission or authorization.

23. Based on the Monthly rent, the daily compensation is \$43.35. This amount is calculated as follows: $\$1,318.54 \times 12$ months, divided by 365 days.
24. The Landlord said that all rent has been paid to March 31, 2026. Therefore, the Tenant and the unauthorized occupants will be jointly liable to pay compensation commencing April 1, 2026.
25. The Landlord incurred costs of \$201.00 for filing the application and they are entitled to reimbursement of those costs. The Tenant and the unauthorized occupants will be jointly liable to reimburse the Landlord the filing fee.

Section 83 Considerations

26. 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 for the following reasons. I have found that the Tenant has already moved out of the rental unit. None of the Tenant's witnesses admits that there are unauthorized occupants in the rental unit, so there was no evidence provided about any circumstances to deny or delay eviction of the unauthorized occupants. It is prejudicial to the Landlord for the tenancy to continue any longer when the Tenant has already moved out some time ago.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated.
2. The Unauthorized Occupants shall move out of the rental unit on or before June 2, 2026.
3. If the unit is not vacated by June 2, 2026, then starting June 3, 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 June 3, 2026.
5. The Tenant and the Unauthorized Occupants shall be jointly liable to pay to the Landlord \$43.35 per day for compensation for the use of the unit from April 1, 2026 to the date they move out of the unit.
6. The Unauthorized Occupants and the Tenant shall also be jointly liable to pay the Landlord \$201.00 for the cost of filing the application.
7. The Unauthorized Occupants and/or the Tenant shall pay the Landlord the full amount owing by June 2, 2026.
8. If the Unauthorized Occupants and/or the Tenant do not pay the Landlord the full amount owing by June 2, 2026 they will owe interest. This will be simple interest calculated from June 3, 2026 at 4.00% on the outstanding balance.

9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord after June 3, 2026.

May 22, 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 3, 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.