



**Order under Section 100
Residential Tenancies Act, 2006**

File Number: LTB-L-065676-24

In the matter of: 2001, 20 Falstaff Avenue
North York Ontario M6L2C8

Between: Toronto Community Housing Corporation Landlord

And

Abi Issa Tenant

And

Unknown Occupant Unauthorized Occupant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy of Abi Issa (the 'Tenant') and evict Unknown Occupant (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 6, 2025, and completed on May 21, 2026.

Only the Landlord's Representative, Jessica Fletcher and the Landlord's Witness, Kathiresu Cheliyan attended the hearing on March 6, 2025.

Only the Landlord's Representative, Lee Ann Thibert attended the hearing on May 21, 2026.

As of 9:33 a.m., neither the Tenant nor the Unauthorized Occupant 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. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Unauthorized transfer of Occupancy:

1. The Landlord's Witness, Kathiresu Cheliyan (K.C.), is employed by the Landlord in the capacity of an investigator. He has held this position for approximately 7 years and has been employed by the Landlord for approximately 17 years.

2. K.C. testified that the Landlord received an anonymous letter or complaint in which the Landlord was informed that the Tenant who resides in unit 2001 does not live in the rental unit any longer and instead rents the unit out to other individuals. At the time the application was filed, the Landlord also filed an L2 application for misrepresentation of income (LTB-L-059592-24). K.C. confirmed that the sole Tenant as identified on the lease agreement is Abi Issa, an individual whom K.C. is familiar with. The L2 application was dismissed on the basis that the Tenant was not in possession on the date the application was filed.
3. With respect to the unauthorized transfer, K.C. identified this tenancy as an RGI unit which has specific rules that would not generally apply to standard market rent tenancy. The rules include the Tenant being required to notify the Landlord of any change in household income within 30 days of said change, the Tenant cannot assign or sublet the unit to another individual, the Tenant can have guests for a period of up to 7 days at a time without the Landlord's consent, the Tenant can have guests for up to 30 days in a calendar year without the Landlord's consent, and any guests staying over 30 days require the Landlord's authorization and consent.
4. The Landlord assigned K.C. to investigate the status of who was occupying the rental unit based on the anonymous complaint received by the Landlord.
5. K.C.'s investigation documented by video surveillance and otherwise, that the Tenant was last seen in the rental unit between the period of January 24, 2024, through to February 18, 2024. The findings of the investigation also confirmed that the Tenant has not returned to the rental unit and entered it since February 18, 2024. K.C. also testified that since February 18, 2024, the only individual seen entering the Tenant's rental unit was an unknown female who the Landlord believes the Tenant transferred occupancy of the rental unit to. This female was also seen using the laundry facilities in the complex and checking the mailbox associated with the rental unit of the Tenant.
6. K.C. testified that based on video surveillance and fob reports, the Occupant residing in unit 2001 was using a fob that was assigned to unit 1001, and the individual occupying unit 1001 was using the fob assigned to unit 2001. The Landlord believed that this was done deliberately to confuse the Landlord or alternatively prevent the Landlord from finding out about the unauthorized transfer of occupancy. I accept this reasoning.
7. K.C. testified he tried to speak with the Occupant residing in unit 2001 but the Occupant refused to allow entry or to identify themselves to the Landlord. K.C. described the Occupant as rude and unwilling to share information about how they came to reside in the unit.
8. K.C. testified that when reviewing the fob history and video surveillance footage, the Occupant is seen entering and exiting the complex between the period of August 2023, through to the date of the hearing. K.C. testified that he believes that the Tenant did return to the unit between the period of late January 2024, through to February 18, 2024, at which time the Occupant re-occupied the unit and the Tenant was no longer seen.

9. K.C. attempted to share the evidence found during his investigation with the Tenant, so that the Tenant could dispute it if he wished to do so, but the Tenant did not wish to engage in the conversation after being shown the Landlord's findings. This attempted interaction took place during the brief period in which the Tenant occupied the unit between January 2024, through to February 2024. The Tenant at some point refused to engage in further communications with K.C.
10. The Landlord attempted to inspect the unit on or about July 3, 2024, at which time the Landlord was greeted at the door by the Occupant who refused entry by the Landlord.
11. To date, the unit remains occupied by the Occupant. I have no evidence to suggest that the Tenant has re-occupied the unit since February 18, 2024.
12. Based on the uncontested evidence of the Landlord, I am satisfied 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.
13. The Unauthorized Occupant was in possession of the rental unit on the date the application was filed.
14. The application was not filed within 60 days after the Landlord discovered the unauthorized occupancy. The Landlord is exempt under section 7(1) of the Act. This means that the time frame permitted in section 100(2) does not apply to the Landlord.

Daily Compensation

15. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant.
16. The Unauthorized Occupant owes the Landlord \$48,279.72 in daily compensation for use and occupation of the rental unit for the period from April 18, 2024, to the May 21, 2026.
17. Based on the Monthly rent, the daily compensation is \$65.26. This amount is calculated as follows: \$1985.00 x 12 months, divided by 365 days.
18. Since the Landlord became aware of the Unauthorized Occupant, the Tenant and/or the Unauthorized Occupant paid the Landlord \$1,579.12 in compensation for use of the rental unit.
19. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Section 83 Considerations

20. 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.
2. The Unauthorized Occupant shall move out of the rental unit on or before June 14, 2026.
3. If the unit is not vacated by June 14, 2026, then starting June 15, 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 15, 2026.
5. The Unauthorized Occupant shall pay to the Landlord \$48,279.72 which represents daily compensation for the use of the rental unit from April 18, 2024, to the May 21, 2026. This amount accounts for any payments made by the Tenant or Unauthorized Occupant.
6. The Unauthorized Occupant shall also pay to the Landlord \$65.26 per day for compensation for the use of the unit from May 22, 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 June 14, 2026.
9. If the Unauthorized Occupant does not pay the Landlord the full amount owing by June 14, 2026, they will owe interest. This will be simple interest calculated from June 15, 2026, at 4.00% on the outstanding balance.

June 3, 2026
Date Issued

Ilan Shingait
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 15, 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.