



Order under Section 100 Residential Tenancies Act, 2006

Citation: Oz Property Management Ltd v King, 2026 ONLTB 43760

Date: 2026-06-08

File Number: LTB-L-080782-25

In the matter of: 604, 100 Jameson Avenue
Toronto Ontario M6K2X8

Between: Oz Property Management Ltd Landlord

And

Lolita King (Deceased) Tenant

And

Tamia King Unauthorized Occupant

Oz Property Management Ltd (the 'Landlord') applied for an order to terminate the tenancy of Lolita King (the 'Tenant') and evict Tamia King (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. Alderstein, the Landlord's legal representative, S. Korman, and the unauthorized occupant, T. King, attended the hearing.

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.

Background:

2. The Landlord made a clerical error on their application. They inadvertently wrote that they first became aware of the unauthorized occupant on August 26, 2024, when the correct date was actually on August 26, **2025**. They submitted into evidence the email from T. King (TK), dated August 26, 2025, that alerted them to her occupancy. The Landlord filed their A2 application on September 18, 2025. Based on the documentary evidence, I find that the Landlord made a clerical error, and it was August 26, **2025** when they first became

aware of TK's unauthorized occupancy. The application is accordingly amended.

3. Most of the background is undisputed. The tenancy commenced in 1989 with L. King (LK) listed as the Tenant. She named two children as her occupants. One of the occupants listed was TK, her daughter. TK has lived in the rental unit with her mother for most of her life, and she was an occupant of the rental unit. TK sent the Landlord an email on August 26, 2025, informing the Landlord that LK passed away in November 2024. She also said that she continues to live in the apartment, and she has been paying the rent. TK ended the email, writing "Also, do I need to provide you with further information? Please let me know and thank you very much!" She said that she believed everything was fine after sending the email, and she could remain in the unit.
4. The Landlord's agent, M. Alderstein (MA), said that when the Landlord received the email, it was only then that the Landlord became aware that the Tenant had passed away, and that the Tenant's daughter was an unauthorized occupant of the rental unit. MA said that after they received the email the Landlord request documentation of LK's passing. She submitted into evidence a death certificate for LK, stating that she passed away on November 23, 2024.
5. MA said that the Landlord was unaware of LK's passing before that email of August 2025, and that LK never requested a transfer of tenancy to her daughter TK. She said that TK has been paying the rent to date. The rent is \$979.32 since January 2026. MA said that the Landlord did not discuss the tenancy any further with TK.
6. TK said that the Landlord was aware of her mother's passing because she had posted an announcement about it in the building. TK did not disclose this document as evidence. TK said that she has lived in the residential complex since she was born.
7. TK said that she is an early childhood educator with an annual income of approximately \$45,000.00 after tax. She said that she has a very limited budget for rent. She said that she is still taking care of her mother's debts. TK said that she wants to remain in the unit because she has nowhere else to go.
8. The Landlord submits that pursuant to subsection 91(1) of the Residential Tenancies Act, 2006 (the 'Act'), the tenancy terminated on December 27, 2024, 30 days after the death of the tenant. They submit that TK is an overholding unauthorized occupant, the Landlord never provided authorization to LK to transfer her tenancy to TK. The Landlord said that they are willing to waive the filing fee, but the last month's rent deposit belongs to LK's estate.

Reasons and Analysis:

9. I find, on a balance of probabilities, 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 for the reasons that follow.

10. TK is listed as an occupant on the lease, and it is undisputed that LK never requested an authorized transfer of the tenancy to TK prior to her passing. LK passed away on November 28, 2024, and the tenancy terminated on December 27, 2024, by virtue of subsection 91(1) of the Act. Although the definition of "Tenant" in section 2(1) of the Act includes "heirs, assigns and personal representatives", that definition of "tenant" does not include the transfer of the physical right to live in the unit. That fact is made quite clear in the wording of section 91, that is, that the tenancy is deemed terminated 30 days after the death of the Tenant. The Landlord never provided authorization for TK to become the Tenant in lieu of her mother, and TK's occupancy in the unit is not authorized by the Landlord. There is no credible documentary evidence to support TK's contention that she informed the Landlord of LK's passing earlier than August 2025. The Landlord has the right to evict TK as a result of the unauthorized transfer of occupancy.
11. The Unauthorized Occupant was in possession of the rental unit on the date the application was filed.
12. The Landlord became aware of the unauthorized transfer on August 26, 2025, and the application was filed within 60 days after the Landlord discovered the unauthorized occupancy.

Daily Compensation

13. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant. The unauthorized occupant, TK, has paid the rent to the date of the hearing. She will be ordered to pay compensation from the date of the hearing to the date TK vacates the rental unit.
14. Based on the Monthly rent, the daily compensation is \$32.20. This amount is calculated as follows: $\$979.32.18 \times 12 \text{ months}$, divided by 365 days.
15. The Landlord incurred costs of \$201.00 for filing the application and they are entitled to reimbursement of those costs. The Landlord said that they waive the filing fee.
16. The Landlord is holding \$555.00 last month's rent deposit on behalf of the Tenant. This was collected November 21, 1989, right before the tenancy commenced. No interest has been paid on the deposit.
17. The last month's rent deposit, and any interest owed on the last month's rent deposit, is owed to the Tenant's Estate.

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 not be unfair to postpone the eviction until June 30, 2026, pursuant to subsection 83(1)(b) of the Act, for the reasons that follow. TK has lived in the rental unit since 1989, and she has lived in the residential complex for all her life. It is home to her. Although she is earning a sufficient income to pay more rent elsewhere, I find that it is not unfair to provide her with more time

to find an alternative place to live. TK was informed at the hearing on March 24, 2026, that the Landlord was entitled to evict her because of the unauthorized transfer of tenancy, and her overholding on the tenancy long after her mother had passed away. Therefore, she has had since then to begin looking for another place to live, almost three months. I find that it is not unfair to give her a bit more time, to the end of this month, to ensure that she finds a suitable alternative place to live.

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 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 Unauthorized Occupant shall pay to the Landlord \$32.20 per day for compensation for the use of the unit from March 25, 2026 to the date they move out of the unit.
6. The Unauthorized Occupant shall pay the Landlord any amounts still owed by June 19, 2026.
7. The Landlord shall pay the Tenant's Estate the last month's rent deposit of \$555.00 still being held, plus any interest owed on the last month's rent deposit.
8. If the Unauthorized Occupant does not pay the Landlord the full amount owing by June 19, 2026 they will owe interest. This will be simple interest calculated from June 20, 2026 at 4.00% on the outstanding balance.

June 8, 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 January 1, 2027 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.