



Order under Section 100 Residential Tenancies Act, 2006

Citation: Summit Properties v Allam, 2026 ONLTB 45217

Date: 2026-06-12

File Number: LTB-L-086549-25

In the matter of: 202, 535 Proudfoot Lane
London Ontario N6H5X2

Between: Summit Properties Landlord

And

Amany Allam Tenant

And

Teima Farah Mohamed Mahmoud Abdel Rahman Unauthorized Occupant

Summit Properties (the 'Landlord') applied for an order to terminate the tenancy of Amany Allam (the 'Tenant') and evict Teima Farah Mohamed Mahmoud Abdel Rahman (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 26, 2026.

The Landlord's agent, H. Fernandes, the Landlord's legal representative, D. Abraham, the Tenant, the Tenant's legal representative, A. Ahmed, and the Unauthorized Occupant attended the hearing.

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. In this order, the Tenant's daughter, Farah Teima, is referred to as the "unauthorized occupant" within the meaning of section 100 of the Act. It is undisputed that Farah Teima is an authorized occupant of the rental unit pursuant to the lease with the named Tenant.

Background:

4. Most of the facts in this matter are largely undisputed. The Tenant moved into the rental unit with her three daughters, Teima (the unauthorized occupant), Hana and Sama, and her son Yusuf, in 2018. At the beginning of the tenancy the Tenant's children were, and they still are, named authorized occupants of the rental unit. The Tenant said that her husband never lived in the unit. He remained in Saudi Arabia to live and work, at all times, and he came to Canada for occasional visits. The monthly rent has been paid, and it continues to be paid monthly, by the Tenant.
5. The Landlord's property manager, H. Fernandes (HF), said that the Landlord's employees noted that there were a lot of notices piled up in front of the rental unit door in April-May 2025. HF submitted into evidence a series of correspondence between her and the Tenant in May-June 2025. At that time, the Tenant admits that she is out of the country, but she repeatedly informs the Landlord that it is for a temporary period. On June 10, 2025, she wrote to the Landlord "I would like to clarify that, due to exceptional circumstances, I am currently outside the country and expect to return within the next few months." HF said that she understood this reply to mean that the Tenant would return some time in the summer of 2025.
6. HF said the Landlord was doing a number of upgrades to the building in the summer of 2025, and HF informed the Tenant, on June 2, 2025, that part of the upgrade process was to replace all locks and handles on each unit door as well as rekey the entry locks that access the building. HF wrote "Keys are being provided once request to only **leaseholders** for the unit." HF said that the Tenant requested that her daughter Teima be permitted to pick up the new key. On June 11, 2025, HF replied that "unfortunately as advised by our lawyers the keys for the unit and building are only to be handed to the leaseholder or guarantor for the unit."
7. It is undisputed that the Tenant never attended the residential complex to obtain new keys, and Teima (the "unauthorized occupant") has never received a set of keys. It is also undisputed that the unauthorized occupant returned to the rental unit in the summer of 2025 and she was given access to the rental unit to get her belongings. It is undisputed that the unauthorized occupant has been living in the unit since that time, without a set of keys. The unauthorized occupant testified that she still lives in the rental unit. She said that she gets into the building by buzzing her neighbours on the intercom, and she leaves the front door unlocked when she leaves the unit.
8. The Tenant challenged the validity of the application, filed on October 10, 2025, pursuant to subsection 100(2) of the *Residential Tenancies Act, 2006* (the 'Act'), alleging that it was not filed within 60 days of first becoming aware that the tenancy had been transferred.
9. In response to the Tenant's challenge to the application based on subsection 100(2) of the Act, HF said that the Tenant kept changing her time of return. In the earliest communications, the Tenant said she would return in June 2025. Then, as seen above in the Tenant's communication of June 10, 2025, she said she would return in the next "few months". HF said that it was the Tenant's email of September 29, 2025, that triggered the application, and it was the date upon which the Landlord became certain that the Tenant

had transferred the tenancy, and the Tenant was not returning. In that email of September 29, 2025, the Tenant reiterated her request that the Landlord provide keys to the unauthorized occupant. She wrote, "...my daughter Farah Teima is residing in the unit with my full authorization as leaseholder.... While I understand your request for in-person attendance, I have made it clear that I am currently based in Saudi Arabia and am unable to attend your office in person....." She also requested that the intercom ring be changed to the phone number of the unauthorized occupant.

10. The Tenant said that her trip to Saudi Arabia was necessitated by "family circumstances". She said that she went to visit her husband and family. She said that her husband never lived in the rental unit, but he visited them in Canada. The Tenant testified that the reason she moved with her daughters to Canada was to permit them an opportunity to study here. The Tenant said that in 2025 she remained longer in Saudi Arabia than originally intended, because her mother-in-law was sick and then subsequently passed away. She said that her father-in-law also passed away in this time and she could not leave her husband alone. The Tenant said that she does not hold a rental lease for a unit in Saudi Arabia, she is currently staying with her husband in his house. She said that her home is in Canada, she pays the rent, and she still has belongings in Canada. The Tenant said that she did not transfer the occupancy to her daughter, but her daughter is permitted to remain in the unit as an authorized occupant. The Tenant's other two daughters remain with her in Saudi Arabia. The Tenant said that the unauthorized occupant returned to Canada because she was continuing her studies.
11. The Tenant said that she has not yet returned to Canada because she could not find a good flight for all of the family, and she wants them all to return together. At the time of the hearing, there were travel restrictions in the middle east. Those restrictions began at the end of February 2026. The Tenant also said that her son Yusuf has various health conditions, and he is being treated in a hospital-run program in Saudi Arabia. He is also very attached to his father. The Tenant said that all the children who are with her in Saudi Arabia, are enrolled in schools there.
12. The unauthorized occupant said that she returned to Canada alone because she had a semester to finish, and she has now graduated. She said that she works as a booking coordinator for a language school for 20-25 hours per week at an hourly wage of \$19.60. She said that she intends to keep this job temporarily, until she can find something in her field of computer science. The unauthorized occupant said that her father visited them about two or three times per year before 2025. She said that her sister Hana undertook about a year of university in London, but she transferred to Egypt, and is now studying in Saudi Arabia. She said that her sister Sama finished high school in London but then left to live with her father. The unauthorized occupant said that her mother was studying English and then early childhood education when she first came to Canada, but she completed those studies in the early 2020's.
13. The Landlord submits that the Tenant repeatedly informed the Landlord that she was returning to the rental unit, and they believed that for many months. However, on September 29, 2025, the Landlord submits that it became apparent that the Tenant had transferred the occupancy of the rental unit to the unauthorized occupant without the consent of the Landlord, and that the Tenant is now living in Saudi Arabia with her

husband and three of her children.

14. The Tenant submits that Teima has been an authorized occupant since the beginning of the tenancy. They also submit that the Tenant is planning to return, and she fully intends to continue to reside in her home in Canada. She has continued to pay monthly rent, and she has left all her belongings in the rental unit. The Tenant submits that the unauthorized occupant is authorized to have a key to the unit, and it is not safe for her to continue to live there and leave the door unlocked. The Tenant submits that some of her children are enrolled in schools in Saudi Arabia, but that is the norm when someone is temporarily living away from home. The Tenant submits that the Landlord is merely attempting to evict the family from their home to which they fully intend to return.

Reasons and Analysis:

15. 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') for the following reasons.
16. It is undisputed that the authorized leaseholder, the Tenant, left the rental unit almost a year prior to the hearing date, and she has not been back to it. The Tenant testified that she intends to return, but she said the same thing to the Landlord in the early summer of 2025, and then her return date kept changing. The Tenant testified that there were family circumstances that kept her there, but she provided no documentation of these, and no exact dates of any of the family illnesses or deaths. On the other hand, it was the Tenant's own evidence that she has three of her four children living with her in Saudi Arabia, and the children are enrolled in schools locally. The Tenant's son Yusuf is enrolled in health/medical programmes in Saudi Arabia, and it was the Tenant and Teima's evidence that Yusuf, and at least one of the Tenant's daughters, want to remain in Saudi Arabia with their father. It is undisputed that Canada has never been a home for the Tenant's husband. Since 2018 the Tenant's husband has lived and worked in Saudi Arabia.
17. It was also the testimony of the unauthorized occupant, as well as the Tenant, that the family moved to Canada for educational opportunities. It is also their testimony that all of them have finished their intended education in Canada, or they wish to continue their education in Saudi Arabia. Only the unauthorized occupant returned to Canada to finish her studies, and it is only she who appears to want to remain in Canada to work.
18. With respect to filing the application within 60 days of becoming aware of the transfer of occupancy, I find that it was wholly reasonable of the Landlord to believe the Tenant's own words that she was returning to the rental unit. They gave her the benefit of the doubt after she had been a Tenant for almost seven years. Even though the Tenant kept pushing back the date of return, there was no reason for the Landlord to doubt that the Tenant was taking a lengthy trip back to her home country. It was only when the Tenant repeatedly insisted on the Landlord providing keys to her daughter, and perhaps more significantly, asked the Landlord to change the intercom code to her daughter's number, that the Landlord became convinced that the occupancy had been transferred. Perhaps the most conclusive words in the Tenant's email of September 29, 2025, were "I have made it clear that **I am currently based in Saudi Arabia** and am unable to attend your

office in person.” That was when the Landlord reasonably concluded that the Tenant had been gone at least six months and she was not coming back.

19. Therefore, I find that the Landlord has complied with the time requirements of subsection 100(2) of the Act. They filed their application on October 10, 2025, only 12 days after first becoming fully aware that the tenancy had been transferred to the unauthorized occupant.
20. The Landlord cited the case of *Samuel Prop. Mgt. Ltd. V. Nicholson* (2002), 164 O.A.C. 220 (CA) (*Nicholson*). In *Nicholson*, the Ontario Court of Appeal, upheld a Board decision that found that Mr. Nicholson had handed over the occupancy of his unit to two of his friends. Similar to this case, Mr. Nicholson left the unit to live in a different city with his wife and son. He provided occupancy to two of his friends, and they paid him rent. He testified that he stayed in the unit when his business took him to Toronto, and he still had some clothing and furniture in the unit. The decision turned on the Appeal Court’s understanding of “connection to the unit”. At Divisional Court, the court found that as long as Mr. Nicholson kept the unit ready for his use, and even if he used it from time to time, the “occupancy” had not been transferred. Overturning the Divisional Court decision, the Court of Appeal found that the Divisional Court based their determination on an erroneous interpretation of the decision in *Toronto Transit Commission v. Toronto (City)*, [1969] 2. O.R. 637 (C.A.) (*TTC*). The Court of Appeal found that not only had *TTC* been based on different, distinguishable, facts, (in particular, a unit in which there were no other occupants and no one to whom occupancy had been handed over), but the Divisional Court had also wrongly focused on whether Mr. Nicholson *continued to occupy* the unit, rather than whether he had *transferred occupancy* of it.
21. The Court of Appeal in *Nicholson*, at paragraph 20, noted “Thus, in this case, the question is whether Nicholson’s two friends were the recipients of a transfer of the occupancy of the unit even though Nicholson at times slept overnight there. The objective and common sense answer to this question is “yes”.” The court noted, further, that of course while Mr. Nicholson was permitted to have a roommate without transferring occupancy of the unit, that is not what happened. Mr. Nicholson had a family and a home elsewhere. It was clear that Mr. Nicholson had moved elsewhere, to that home in another city with his family and he had handed over the rental unit to his two friends without the knowledge or consent of the Landlord. I find that the facts in this case are strikingly similar to *Nicholson*.
22. Unlike *Nicholson*, the unauthorized occupant here was a named and known long-term occupant of the rental unit, who is not, to our knowledge, paying any rent to the Tenant. That is really the only major difference. However, I find that the one difference becomes irrelevant in light of all the striking similarities in the facts between the cases, and the other dissimilar factors that actually strengthen the case for there having been a transfer of occupancy. Similar facts are, that the Tenant left the rental unit to live in a completely different country, with her family, in her husband’s home. She has stated, in her own words, that she is “based” in that foreign home at present. A dissimilar factor, which in fact strengthens the case for there having been a transfer, is that the Tenant does not even stay in the rental unit occasionally, as she has not been back for even a temporary time in approximately a year. As opposed to *Nicholson*, the Tenant does not even purport to be staying in the unit occasionally. Rather, the Tenant states that she “intends” to return at some vague, unspecified time in the future. Those latter two dissimilar facts strengthen

the case for a transfer of occupancy having taken place. Finally, the Tenant has, in her own words, admitted that there is a transfer of occupancy by insisting that the Landlord provide keys to the unauthorized occupant, and also that the Landlord transfer the entry number to the unauthorized occupant.

23. Therefore I, too, as in *Nicholson*, find that the unauthorized occupant is the recipient of the Tenant's transfer of occupancy. The Tenant no longer has a connection to the unit, except as the mother of the unauthorized occupant, paying her daughter's rent. The Tenant left the unit a year ago, she has not been back, she has no date of return. While it is true that it would have been difficult for the Tenant to return for the date of the hearing, she could have freely returned to Canada unimpeded in the 10 months since her departure, up to the end of February 2026. In any case, her constant changes to the date of return have rendered any testimony on this point lacking in credibility. The Tenant herself has said she is based in Saudi Arabia. All her actions point to having already made a transfer of her tenancy, that she now seeks to have the Landlord accept as a *fait accompli*.
24. I find, on a balance of probabilities, that the Tenant intended to transfer her occupancy of the rental unit to her daughter Teima, the unauthorized occupant, who is the only one amongst her children who wish to remain and work in Canada. Continued payment of the rent by the Tenant does not prove, nor does it refute or rebut, my finding that she has transferred her occupancy to her daughter.

Daily Compensation

25. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant.
26. It is undisputed that the Tenant is not in arrears of rent at the time of the hearing.
27. Based on the Monthly rent, the daily compensation is \$49.53. This amount is calculated as follows: \$1506.60 x 12 months, divided by 365 days.
28. The Landlord incurred costs of \$201.00 for filing the application and they are entitled to reimbursement of those costs. Both the Tenant and the unauthorized occupant are jointly liable for this cost.

Section 83 Considerations

29. 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 July 31, 2026, pursuant to subsection 83(1)(b) of the Act for the following reasons. The Tenant was a long-term Tenant, she still has belongings in the unit, and the unauthorized occupant has lived in the unit since 2018. It is, for all intents and purposes, the home of the unauthorized occupant. The rent has been paid, and the Tenant is not in arrears. The unauthorized occupant is a recent graduate making a very limited income. Therefore, I find that it is not unfair to provide the unauthorized occupant a bit more time to find somewhere suitable to live, and to also provide time for the Tenant to find a way to retrieve any belongings remaining in the unit.

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 July 31, 2026.
3. If the unit is not vacated by July 31, 2026, then starting August 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 August 1, 2026.
5. If the Tenant and the Unauthorized Occupant do not vacate the rental unit on or before July 31, 2026, they shall also pay to the Landlord \$49.53 per day for compensation for the use of the unit from August 1, 2026 to the date they move out of the unit.
6. The Tenant and the Unauthorized Occupant shall also pay the Landlord \$201.00 for the cost of filing the application.
7. The Tenant and the Unauthorized Occupant shall pay the Landlord the full amount owing by July 31, 2026.
8. If the Tenant and the Unauthorized Occupant do not pay the Landlord the full amount owing by July 31, 2026 they will owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% on the outstanding balance.

June 12, 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 February 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.

