



Order under Section 100 Residential Tenancies Act, 2006

Citation: Skyline Living v Farr, 2026 ONLTB 46074

Date: 2026-06-12

File Number: LTB-L-080990-25

In the matter of: 207, 110 Oriole Parkway West
Elmira Ontario N3B1C3

Between: Skyline Living Landlord

And

The Estate of Deborah Farr Tenant

And

Melanie Gelfand Unauthorized Occupant

Skyline Living (the 'Landlord') applied for an order to terminate the tenancy of The Estate of Deborah Farr (the 'Tenant') and evict Melanie Gelfand (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.

The unauthorized occupant said that her last name is Gelfand. The name of the unauthorized occupant was amended accordingly.

This application was heard by videoconference on March 24, 2026.

The Landlord's agent, T. Scheib, and the Unauthorized Occupant attended the hearing.

Determinations:

1. The tenancy with the deceased, D. Farr (DF), began on May 1, 2017. Her daughter, M. Gelfand (MG) is a registered occupant of the unit. It is undisputed that the Landlord was aware that MG was living in the unit with her mother.
2. MG moved to dismiss the application because the Landlord misspelled her name.
3. I find that it is appropriate to amend the application to correctly spell the name of M. Gelfand, the unauthorized occupant, pursuant to subsection 201(1)(f) of the Act. It is not

prejudicial to correctly spell the name of the unauthorized occupant. I also find that it is not unfair to any party to this application to amend the name of the unauthorized occupant, for the following reasons. It is undisputed that MG is the current occupant of the rental unit, she received the notice of hearing, and she attended the hearing to present evidence. She is the acknowledged occupant of the unit, and she knew about the hearing despite any clerical error in the spelling of her last name.

4. The monthly rent is \$1,154.84 as of February 1, 2026. There is a last month's rent deposit of \$1,143.68, with interest paid to January 31, 2026.
5. The Landlord's witness, T. Scheib (TS), said that the Landlord became aware on August 25, 2025, that DF had passed away. TS submitted into evidence a letter dated August 26, 2025, from the Landlord to MF, advising her that since DF passed away on August 15, 2025, the tenancy was to be terminated on September 14, 2025, pursuant to section 91 of the *Residential Tenancies Act, 2006* (the 'Act'). MG was informed that if she wished to remain in the unit, she was obliged to apply for a new tenancy at market rent. The letter also informed MG that since the tenancy was terminated, any payments past September 14, 2025, "are considered on a per diem basis and are not to be accepted as ongoing rental payments or considered the start of a new tenancy."
6. TS said that rent was last paid on September 1, 2025. There have been no payments since that time. He also said that MG did not respond to the letter of August 26, 2025. TS said that the Landlord wrote in the A2 application that they first became aware that there was an unauthorized transfer of occupancy on September 14, 2025, because they were only seeking rent payment to that date.
7. MG said that she has lived in the unit for six years, she is still living in the rental unit, and she said that she has nowhere else to go. She said she was recently diagnosed with cancer. She said that she tried to negotiate to take over the lease and correct her name. She said that the Landlord told her they would get back to her, and they never did. MG said that she has the money set aside to pay the rent arrears owed. She said that she has no source of income other than an inheritance from her mother that amounts to one third of a million dollars. She said that she intends to apply for Ontario Works.
8. The Landlord submits that the unauthorized occupant MG should be evicted. They submit that MG was at the hearing, and she had a reasonable opportunity to participate. They also submit that MG was given a number of months, prior to the hearing, to apply to be a lawful Tenant, and she did not. They submit that MG had sufficient funds to pay the rent and the arrears, but she did not pay it.
9. The Tenant submits that she would like to remain in the unit. She submits that she has imminent surgery for cancer, and she should be able to stay until her recovery.

Reasons and Analysis:

10. For the reasons that follow, I find that the Tenant transferred the occupancy of the rental unit to Melanie Gelfand, 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.
11. The Unauthorized Occupant was in possession of the rental unit on the date the application was filed.
12. It is undisputed that the Tenant passed away on August 15, 2025. Pursuant to section 91 of the Act, the tenancy was deemed to be terminated 30 days after the death of the Tenant. MG was a registered occupant who lived in the rental unit, and she was informed, as of August 26, 2025, about the implications of section 91 of the Act. The Landlord was aware that MG lived in the unit, and they gave her almost three weeks to apply for a valid tenancy if she wished to remain in the unit. She failed to do so.
13. MG not only remained in the rental unit after she was informed that the tenancy lawfully terminated pursuant to the Act, but she chose not to apply for a new tenancy, and she failed to pay any rent after August 2025. Although MG said that she tried to negotiate with the Landlord, and the Landlord failed to respond, there was no documentary evidence of this. There is no right for a child to "inherit" the tenancy of a parent. The Landlord was within their rights to terminate the tenancy on September 14, 2025.
14. It is undisputed that the Landlord was aware that MG was living in the unit. However, it was not until after September 14, 2025, that the Landlord could possibly be aware that MG was an "unauthorized occupant" as described in section 100 of the Act. The tenancy with the deceased Tenant DF continued until September 14, 2025, and the Landlord correctly informed MG that she had until that date to vacate. It was only after MG failed to vacate by September 14, 2025, that the Landlord became aware that MG was an unauthorized occupant within the meaning of section 100 of the Act. The Landlord filed the application on September 19, 2025. Therefore, I find that the Landlord filed the application within 60 days of becoming first aware of the unauthorized transfer, in compliance with subsection 100(2) of the Act.
15. The rent increased to \$1,154.84 on February 1, 2026, and there are seven months of unpaid rent to the date of the hearing. The arrears are \$7,965.18 to March 31, 2026, and that is what the Landlord requests. This is slightly less than the amount arrived at for a per diem rate, and it is therefore not prejudicial to MG to grant the Landlord's request for this amount, rather than a per diem rate.

Daily Compensation

16. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant.
17. Based on the Monthly rent, the daily compensation is \$37.97. This amount is calculated as follows: \$1154.84 x 12 months, divided by 365 days.

18. Since the Landlord became aware of the Unauthorized Occupant, the Unauthorized Occupant paid the Landlord \$0.00 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.
20. I find that the Estate of Deborah Farr and the Unauthorized Occupant are jointly liable for the arrears, the filing fee and the daily compensation.

Section 83 Considerations

21. 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. The unauthorized occupant MG was informed about the law by the Landlord as of August 26, 2025. She had a number of weeks prior to the Landlord's stated vacating date to find out her rights. She failed to vacate the rental unit, failed to pay rent, and then failed to learn about her legal rights for the next six months, up to the date of the hearing. She also had that amount of time to either negotiate a new lease with the Landlord or vacate, and she did neither. The arrears are now close to \$8,000.00, and I find that it is prejudicial to the Landlord for MG to remain in the unit. However, MG has lived in the rental unit for over six years, and she is currently getting treatment for a terminal illness. Therefore, I find that it would not be unfair to postpone the eviction until August 31, 2026, pursuant to subsection 83(1)(b) 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 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. The Estate of the Tenant and/or the Unauthorized Occupant shall pay to the Landlord \$7,965.18 which represents compensation for the use of the rental unit from September 1, 2025 to March 31, 2026.
6. The Unauthorized Occupant shall also pay to the Landlord \$37.97 per day for compensation for the use of the unit from April 1, 2026 to the date they move out of the unit.

7. The Estate of the Tenant and/or the Unauthorized Occupant shall also pay the Landlord \$201.00 for the cost of filing the application.
8. The Landlord shall deduct the last month's rent deposit \$1,143.68, as well as any interest owed on the last month's rent deposit from the amount owing by the Estate of the Tenant and/or the Unauthorized Occupant.
9. The Estate of the Tenant and/or the Unauthorized Occupant shall pay the Landlord the full amount owing by July 31, 2026.
10. If the Estate of the Tenant or 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.