



Order under Section 100 Residential Tenancies Act, 2006

Citation: Chen v Nie, 2026 ONLTB 47002

Date: 2026-06-17

File Number: LTB-L-077136-25

In the matter of: 3527 The Credit Woodlands
Mississauga Ontario L5C2K7

Between: Xiaoyuan Chen Landlords
Moyun Li

And

Linghui Nie Tenant

And

Dhwani Sagar Rathod Unauthorized Occupant

Xiaoyuan Chen and Moyun Li (the 'Landlord') applied for an order to terminate the tenancy of Linghui Nie (the 'Tenant') and evict Dhwani Sagar Rathod (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.

Only the Landlord, X. Chen and the Landlord's legal representative, J. Guo, attended the hearing.

As of 9:47 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:

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.

Background:

3. The Landlord, X. Chen (XC) said that the Tenant rented the rental unit, a house, in their name only. She submitted into evidence the lease agreement between the Landlords and the Tenant, which commenced on August 1, 2023. The monthly rent was \$4,000.00, due on the first of each month.
4. XC said that the Tenant informed her that they would move out in July 2025, but they nevertheless remained in the unit until September 2, 2025. It was on that date that the Tenant returned the keys to the Landlord by placing them in a lockbox.
5. XC said that she went to the house on September 2, 2025, and she knocked on all the doors to ensure that the house was empty. However, she said that she found a person living in the house who said she was going to call the police. The person did not explain to XC why she was there, and XC left.
6. XC said that she called the Tenant the next day and asked her about the person living in the house. XC said that the Tenant told her that she let a room to the person, and that person did not want to leave when the Tenant vacated the rental unit. XC said that the Tenant also told her that the person living in the house was not paying her rent, and that is why the Tenant vacated. XC said that the Tenant never asked for any permission or authorization to let the room, sublet the tenancy or transfer the tenancy.
7. XC said that she has received no rent since September 2, 2025. She said that she was informed by the Tenant that the unauthorized person is Dhwani Sager Rathod. XC said that she saw, on camera, the unauthorized occupant vacate the rental unit on January 28, 2026.
8. XC said that the Tenant was only living in one of the two bedrooms in the house, so she is only seeking half the rent for the period from September 2, 2025 to January 28, 2026.
9. The application was filed on September 4, 2025, and therefore it was filed within 60 days after the Landlords discovered the unauthorized occupancy.

Reasons and Analysis:

10. As stated above, I find that the Tenant transferred the occupancy of the rental unit to the unauthorized occupant, Dhwani Sager Rathod, without the consent of the Landlords. It is the uncontested evidence of the Landlord that the Tenant vacated the rental unit on September 2, 2025, but her roommate did not. The roommate was not a Tenant, nor was she an authorized occupant. The Tenant did not ask permission to have an occupant, nor to transfer the tenancy to that occupant. The Landlord came to the house to find the Tenant's roommate living in the unit, and the Tenant's roommate refused to leave. Instead, the roommate called the police. The Tenant's roommate, or unauthorized occupant remained, living in the rental unit, for a further five months. The unauthorized

occupant vacated the rental unit on January 28, 2026, without paying any rent to the Landlords.

Daily Compensation

11. The Landlords are entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant.
12. The tenancy and unauthorized occupancy terminated on January 28, 2026, when the unauthorized occupant vacated the rental unit.
13. Based on the Monthly rent, the daily compensation is \$131.51. This amount is calculated as follows: \$4000.00 x 12 months, divided by 365 days. However, the Landlords are only requesting half the daily compensation, or \$65.75 for the period September 2, 2025 through January 28, 2026.
14. The Tenant and the Unauthorized Occupant owe the Landlords 148 days of daily compensation, for use and occupation of the rental unit for the period from September 2, 2025 to the January 28, 2026. The total amount owed is therefore \$9,731.00.
15. Since the Landlords became aware of the Unauthorized Occupant, the Tenant and/or the Unauthorized Occupant paid the Landlords \$0.00 in compensation for use of the rental unit.
16. The Landlords incurred costs of \$201.00 for filing the application and are entitled to reimbursement of those costs.
17. I find that both the Tenant and the unauthorized occupant, Dhwani Sager Rathod, are jointly liable for the daily compensation and the filing fee.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated as of January 28, 2026, when the Unauthorized Occupant, D.S. Rathod, vacated the rental unit.
2. The Tenant and/or the Unauthorized Occupant, Dhwani Sager Rathod, shall pay to the Landlords \$9,932.00 which represents daily compensation for the use of the rental unit from September 2, 2025 to the January 28, 2026.
3. The Tenant and/or the Unauthorized Occupant, Dhwani Sager Rathod, shall also pay the Landlords \$201.00 for the cost of filing the application.
4. The Tenant and/or the Unauthorized Occupant, Dhwani Sager Rathod, shall pay the Landlords the full amount owing by June 28, 2026.

5. If the Tenant and/or the Unauthorized Occupant, Dhvani Sager Rathod, do not pay the Landlords the full amount owing by June 28, 2026 they will owe interest. This will be simple interest calculated from June 29, 2026 at 4.00% on the outstanding balance.

June 17, 2026
Date Issued

Nancy Morris
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.