



Order under Section 100 & 101 Residential Tenancies Act, 2006

File Number: LTB-L-050556-25

In the matter of: 615, 55 MERCHANTS WHARF
TORONTO ON M5A0P2

Between: Haya Dajani Landlord

And

Omer Ibrahim Tenant

And

Unauthorized Occupant Unauthorized Occupant

Haya Dajani (the 'Landlord') applied for an order to terminate the tenancy of Omer Ibrahim (the 'Tenant') and evict (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 January 6, 2026.

Only the Landlord and the Landlord's representative, Harshit Sharma attended the hearing. As of 10:15 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. Based on the uncontested evidence before the Board, I am satisfied, 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.
2. The Unauthorized Occupant was in possession of the rental unit on the date the application was filed.
3. The Tenant signed a lease for the rental unit on November 16, 2021.

4. The Landlord testified that she first became aware that the Tenant may have vacated the rental unit when an N4 Notice of Termination was returned to her with the notation "Moved" on May 31, 2025, but no keys had been returned to the building management.
5. The Landlord testified after receiving the returned N4 Notice, she contacted building management to confirm whether the rental unit was vacant as she could not as she did not reside in Canada. The building management advised the Landlord that the rental unit was not vacant and that an Unauthorized Occupant was found residing in the rental unit. The building management further advised that the Unauthorized Occupant was using the fob for the rental unit and had been regularly using the parking space associated with the rental unit.
6. The Landlord testified that she attempted to contact the Tenant to confirm whether the Tenant had vacated the rental unit and transferred occupancy to another person. The Landlord testified that the Tenant did not respond to the Landlord's phone calls, messages, or emails.
7. Section 100 of the Act allows a landlord to apply to evict an unauthorized occupant if the tenant transferred occupancy of the rental unit other than by an authorized assignment or sublet (i.e. without the landlord's consent).
8. Section 95 of the Act allows a tenant to assign a rental unit to another person with the landlord's consent. Section 97 of the Act allows a tenant to sublet a rental unit to another person with the landlord's consent. In this case, the Landlords did not consent to an assignment or a sublet. Therefore, I must determine whether the Tenant transferred occupancy of the rental unit.
9. In the Ontario Court of Appeal's decision in *Samuel Property Management Ltd. V. Nicholson*, [2002] CanLII 45065 (ON CA) ('*Nicholson*'), the Court found that the determination of whether the tenant has transferred occupancy depends on whether the tenant maintains a substantial connection to the rental unit and that is a question of fact and degree. In *Nicholson*, the Court found that the tenant had transferred occupancy of the unit to his two friends because he had limited use of the rental unit. He occasionally stayed at the rental unit and kept clothes there, but he had handed over to his friends the day-to-day occupancy of the rental unit.
10. Based on the uncontested evidence provided by the Landlord at the hearing, I find that the Unauthorized Occupant took over the rental unit improperly and started occupying the unit without permission from the Landlord. The N4 Notice was returned with the notation "Moved," the Tenant did not return the keys, the Tenant did not respond to the Landlord's attempts to contact her, and the Unauthorized Occupant was found residing in the rental unit, using the fob, and regularly using the parking space associated with the rental unit. I am satisfied that these circumstances establish that the Tenant transferred day-to-day occupancy of the rental unit to the Unauthorized Occupant without the Landlord's consent.
11. Therefore, I find that occupancy of the rental unit was transferred to the Unauthorized Occupant, in a manner that was not authorized by the Act. The Landlords did not enter into a tenancy agreement with this person.

12. Subsection 100(2) of the Act requires a landlord to apply to the Board within sixty days of discovering an unauthorized occupancy. The application was filed within 60 days after the Landlord discovered the unauthorized occupancy. I accept the Landlord's evidence that he first became aware of the Unauthorized Occupant on May 31, 2025. The application was filed June 5, 2025.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Unauthorized Occupant did not attend the hearing to provide the Board with evidence of their circumstances.

Daily Compensation

14. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant.
15. The Unauthorized Occupant owes the Landlord \$21,070.14 in daily compensation for use and occupation of the rental unit for the period from May 31, 2025 to the January 6, 2026.
16. Based on the Monthly rent, the daily compensation is \$95.34. This amount is calculated as follows: \$2900.00 x 12 months, divided by 365 days.
17. Since the Landlord became aware of the Unauthorized Occupant, the Tenant and/or the Unauthorized Occupant paid the Landlord \$0.00 in compensation for use of the rental unit.
18. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs. The Unauthorized Occupant shall pay \$201.00 for the filing of the application.

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 27, 2026.
3. If the unit is not vacated by June 27, 2026, then starting June 28, 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 28, 2026.
5. The Unauthorized Occupant shall pay to the Landlord \$21,070.14 which represents daily compensation for the use of the rental unit from May 31, 2025 to the January 6, 2026.
6. The Unauthorized Occupant shall also pay to the Landlord \$95.34 per day for compensation for the use of the unit from January 7, 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 27, 2026.
9. If the Unauthorized Occupant does not pay the Landlord the full amount owing by June 27, 2026 they will owe interest. This will be simple interest calculated from June 28, 2026 at 4.00% on the outstanding balance.

June 16, 2026
Date Issued

Joshua Labbe
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 28, 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.