



Order under Sections 9(2) and 77 Residential Tenancies Act, 2006

Citation: Minto Multi-Res Income Prtnrs 1, GP v Francis, 2025 ONLTB 94842

Date: 2026-01-05

File Numbers: LTB-L-051241-25

LTB-T-040079-25

In the matter of: B, 295 CRAIG HENRY DR
NEPEAN ON K2G4E9

Between: Minto Multi-Res Income Prtnrs 1, GP Landlord

And

Alphansus Francis Tenant

And

Shanique Messado Tenants
Yvonne Francis

Minto Multi-Res Income Prtnrs 1, GP (the 'Landlord') applied for an order to terminate the tenancy and evict Alphansus Francis (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy (L3 Application-LTB-L-051241-25).

Shanique Messado and Yvonne Francis (the 'Tenants') applied for an order to determine whether the *Residential Tenancies Act, 2006* (the 'Act') applies (A1 Application-LTB-T-040079-25).

These applications were heard together by videoconference on December 2, 2025.

The Landlord's Agent Samantha Bush, the Landlord's Legal Representative Anne Skelly and A1 Applicant Tenants attended the hearing.

As of 9:58 a.m., the Tenant Alphansus Francis was not 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.

Determinations:

1. These applications were combined by the Board to be heard together. They involve the same Landlord and the same rental unit. The Landlord's L3 application names Alphansus Francis as the Tenant. The Landlord seeks an

order terminating the tenancy on the basis the Landlord and Mr. Francis entered into an agreement to terminate the tenancy. The A1 application was filed by Shanique Messado and Yvonne Francis, asserting they are the Tenants of the rental unit. Ms. Messado and Ms. Francis seek an order determining the *Residential Tenancies Act, 2006* (the Act) applies to their circumstances.

2. Mr. Alphansus Francis did not attend the hearing. The Board emailed Mr. Francis the Notice of Hearing at the email address provided for him by the Landlord in their L3 application. Ms. Messado and Ms. Francis testified that Mr. Francis was aware of the hearing.
3. For clarity in this order, I refer to Alphansus Francis as the Tenant and Yvonne Francis and Shanique Messado as Occupants. Yvonne Francis is Shanique Messado's mother. Alphansus Francis is Yvonne Francis' ex-husband.

The Occupants' Evidence

4. The Occupants contacted the Landlord in 2018 and applied to rent the unit. They were informed at the time by the Landlord's rental agent that they needed a co-signor. The Occupants stated that Mr. Francis agreed to co-sign for them and the unit was rented his name only.
5. It was not disputed the lease agreement names Alphansus Francis as the only Tenant. Only Mr. Francis signed the lease. The rental application lists Ms. Francis and Ms. Messado as Occupants. The lease began on June 30, 2018 for a term lasting until June 30, 2019.
6. The Occupants moved into the rental unit after Mr. Francis, by way of letter to the Landlord, authorized the Occupants to pick up the keys. The named Tenant, Mr. Francis, never moved into the rental unit and has never lived there. Ms. Francis explained that she and Mr. Francis are divorced and he signed the lease and obtained the unit as a favour to her.
7. The Occupants have paid all of the rent to the Landlord since moving in, with Mr. Francis never having made a payment.
8. The Occupants' testimony was they discovered they were not listed as tenants during communications with the Landlord. The Landlord gave them a letter stating they were Occupants of the rental unit. The Occupants agreed that Mr. Francis authorized the Landlord to communicate with them concerning the tenancy.
9. On July 25, 2024, the Occupant, Shanique Messado, emailed the Landlord advising them that Mr. Francis has never been a tenant of the rental unit.

10. The Occupants requested they be added to the lease agreement and that Mr. Francis be removed. The Landlord advised the Occupants that a new agreement would be formed at a higher rent. They were advised they would still require a cosigner. The Occupants decided to leave things as they were.
11. The Occupants' testimony was the Landlord's Agent, Samantha Bush, contacted Mr. Francis and informed him of his potentially liability if something were to happen at the rental unit since the Occupants' insurance was not in his name. Their evidence was Mr. Francis became scared and wanted to be removed from the lease as a result.
12. The Occupants acknowledged that in the spring of 2024 they requested parking and the Landlord advised them Mr. Francis would have to authorize this. Mr. Francis did provide this authorization to the Landlord.

The Landlord's Evidence

13. Samantha Bush testified that she has worked for the Landlord for seven years and took over the residential complex approximately two years ago.
14. Ms. Bush testified that she informed the Occupants multiple times that Mr. Francis is the lease holder and that decisions concerning the tenancy could not be made without him being present. The Landlord communicated with Mr. Francis and asked him to convey information to the Occupants.
15. Ms. Bush explained to the Occupants that they could apply to become tenants but without the Landlord's approval and the consent of Mr. Francis, they could not be added to the tenancy agreement as tenants. Despite attempts to contact Mr. Francis he only occasionally attended the Landlord's office to drop off letters and would not stay for face-to-face conversations.
16. Ms. Bush testified that on March 24, 2025, the day the N11 agreement was signed by Mr. Francis, she met with him and the Occupants. She explained to Mr. Francis what being a lease holder meant. Her evidence was she told him that if he is not the primary Tenant it would be in his best interest to terminate the lease. Mr. Francis advised Ms. Bush he does not live in the unit and that he did not realize he is responsible for the unit. After Ms. Bush explained to Mr. Francis that the Occupants are not joint tenants, he stated he did not want to be a leaseholder. Mr. Francis then signed the N11 agreement to end the tenancy.
17. Ms. Bush testified that she did not know Mr. Francis was not living in the unit before she met with him and the Occupants on March 24, 2025. She explained that Mr. Francis had been signing letters and forms and the Landlord was never able to confirm he was not living in the unit. I asked Ms. Bush about the email sent by the Occupants on July 25, 2024 advising them that Mr. Francis had never been a Tenant and Ms. Bush stated she tried to call him but that he would hang

up after answering the call. She reiterated that he continued to sign documents including a new parking agreement on March 28, 2024. Ms. Bush stated the Occupants did not tell her that Mr. Francis was not living in the rental unit.

18. The Landlord submitted a number of documents showing Mr. Francis had authorized the Landlord to discuss the tenancy with the Occupants and as such the Landlord did so. None of these documents are dated after the July 25, 2024 email Occupants sent to the Landlord advising that Mr. Francis had never been a Tenant.

Analysis

19. Based on the evidence presented at the hearing, I am satisfied that Alphansus Francis signed the lease and was the only named Tenant on the tenancy agreement. I am also satisfied Mr. Francis never lived in the rental unit and I base this finding on the testimony of the Occupants. I found them credible and nothing in their testimony gave me any reason to doubt what they were telling me. The Landlord provided no evidence to the contrary showing Mr. Francis ever occupied the rental unit.

20. Section 13 of the Act reads as follows:

13(1) The term or period of a tenancy begins on the day the tenant is entitled to occupy the rental unit under the tenancy agreement.

(2) A tenancy agreement takes effect when the tenant is entitled to occupy the rental unit, whether or not the tenant actually occupies it.

21. Mr. Francis was entitled to occupy the unit on June 30, 2018, the day the lease began. Pursuant to section 13 of the Act, the tenancy agreement took effect even though Mr. Francis did not move into the unit.

22. Instead of exercising his rights to occupy the unit, Mr. Francis in my view, immediately transferred these rights to the Occupants. They moved into the rental unit, have paid all of the monthly rent to the Landlord and have lived in the unit for more than seven years. I also find the money paid to the Landlord by the Occupants was not paid for Mr. Francis' right to occupy the unit since he relinquished these rights when he transferred them to the Occupants. I am also convinced on the evidence, the Landlord was not aware this is what had taken place at the beginning of the tenancy.

23. Section 100 of the Act provides:

100(1) If a tenant transfers the occupancy of a rental unit to a person in a manner other than by an assignment authorized under section 95 or a subletting authorized under section 97, the landlord may apply to the

Board for an order terminating the tenancy and evicting the tenant and the person to whom occupancy of the rental unit was transferred.

(2) An application under subsection (1) must be made no later than 60 days after the landlord discovers the unauthorized occupancy.

24. Based on the evidence in this case, I find Mr. Francis transferred the occupancy of the rental unit to the Occupants in a manner not authorized by the Act. He did not assign the unit to the Occupants with the consent of the Landlord as required by section 95 of the Act. As such, since Mr. Francis was not living in the rental unit, I find Yvonne Francis and Shanique Messado were Unauthorized Occupants of the unit.

25. While Mr. Francis certainly provided letters, documents and signatures to the Landlord authorizing them to deal directly with Ms. Francis and Ms. Messado, when I consider section 202 of the Act, I find this was most likely to done to facilitate the ongoing unauthorized transfer of the rental unit to the Occupants. I say this because none of these letters or documents were provided in his own interest since he never lived in the rental unit.

26. As stated, I accept the Landlord was not aware of the unauthorized transfer of the unit to the Occupants when it took place. I also accept the circumstances were unknown to the Landlord for several years.

27. Section 104(4) of the Act states:

A person's occupation of a rental unit shall be deemed to be an assignment of the rental unit with the consent of the landlord as of the date the unauthorized occupancy began if,

(a) a tenancy agreement is not entered into under subsection (1) or (2) within the period set out in subsection (3);

(b) the landlord does not apply to the Board under section 100 for an order evicting the person within 60 days of the landlord discovering the unauthorized occupancy; and

(c) neither the landlord nor the tenant applies to the Board under section 101 within 60 days after the end of the subtenancy for an order evicting the subtenant.

28. The Landlord did not enter into a tenancy agreement with the Occupants.

29. The Occupants emailed the Landlord on July 25, 2024 and advised them Mr. Francis has never been a Tenant. In my view, this was sufficient information

given to the Landlord that should have triggered some meaningful investigation into the circumstances and I do not find this was done here.

30. While Ms. Bush stated Mr. Francis was still providing letters and authorizations, the most recent document submitted by the Landlord was in respect to a parking request authorization several months before the July 25, 2024 email. Failed phone calls to Mr. Francis do not amount in my view, amount to a reasonable inquiry. Frankly, if Mr. Francis could be contacted to provide authorization for a parking spot, he could have also been contacted to confirm he lives in the unit. No evidence was provided showing this was requested of Mr. Francis either directly or through the Occupants.
31. In the circumstances, I find that had the Landlord taken reasonable investigative steps in response to the July 25, 2024 email, they would have most likely discovered the unauthorized occupancy of the unit by the Occupants at that time. Failing to take reasonable steps, when it is clear those steps are required, does not delay discovery of the circumstances. Based on the evidence, I find the Landlord, as of July 25, 2024, had a clear indication from the Occupants themselves that they were unauthorized occupants and that they failed to act on this information. As such I find the Landlord knew or should have known the Occupants were unauthorized within a short period after receiving the July 25, 2024 email. Not months.
32. Even if I am wrong, and the Landlord had no reasonable basis to investigate the circumstances as of July 25, 2024, they clearly knew the Occupants were unauthorized as of March 24, 2025 when Ms. Bush met with Mr. Francis and the Occupants. Her own evidence was that during this meeting, Mr. Bush advised her was not living in the rental unit and that he did not know he was responsible for the unit.
33. Based on this evidence, I find on a balance of probabilities that no later than the March 24, 2025 meeting, the Landlord discovered that Mr. Francis had transferred occupancy of the rental unit to Ms. Francis and Ms. Messado without their consent and that the Occupants were therefore unauthorized.
34. The Landlord did not file an application under section 100 of the Act within 60 days of discovering the Occupants were unauthorized. The Landlord did not enter into a tenancy agreement with the Occupants. As such, in accordance with section 104(4) of the Act, the occupancy of the rental unit by Ms. Francis and Ms. Messado is deemed to be assignment of the rental unit with the Landlord's consent.
35. For the reasons set out above, I find Yvonne Francis and Shanique Messado are deemed Tenants of the rental unit under the same terms and conditions of the original tenancy agreement and the Act applies.

36. I also find Mr. Francis, having transferred occupancy of the rental unit to Ms. Francis and Ms. Messado, was a former Tenant of the rental unit and therefore did not have the authority to terminate the tenancy when he signed the N11 agreement on March 24, 2025. Accordingly, the Landlord's L3 application is dismissed.

It is ordered that:

1. Pursuant to the A1 application under Board file LTB-T-040079-25, Yvonne Francis and Shanique Messado are deemed Tenants of the rental unit and the Act applies.
2. The Landlord's L3 application under Board file LTB-L-051241-25 is dismissed

January 5, 2026

Date Issued

John Cashmore

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.