



Order under Section 100 101 Residential Tenancies Act, 2006

Citation: Green v Shaw, 2026 ONLTB 2083

Date: 2026-01-09

File Number: LTB-L-057540-25

In the matter of: A, 19 MANITOU CRESCENT WEST
AMHERSTVIEW ON K7N1B7

Between: Sid Green Landlord
TVM Amherstview Inc

And

Victoria Shaw Tenant

And

Natasha Perry Unauthorized Occupant
Mark Perry

Sid Green and TVM Amherstview Inc (the 'Landlord') applied for an order to terminate the tenancy of Victoria Shaw (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 for the use of the rental unit.

This application was heard by videoconference on December 15, 2025.

The Landlord's agent Scott Ferris, the Landlord's Legal Representative, Crystal Francey, the Tenant and the second-named Unauthorized Occupant, Mark Perry (MP) attended the hearing.

Determinations:

1. For the reasons that follow, I find on a balance of probabilities that the Landlord has established the ground for termination of the tenancy, the eviction of the Unauthorized Occupant, and the claim for daily compensation. The Unauthorized Occupant is therefore evicted and is ordered to pay daily compensation to the Landlord from July 1, 2025, to December 15, 2025.
2. The Unauthorized Occupant was in possession of the rental unit on the date the application was filed.
3. The Landlord and the Tenant entered into a residential tenancy agreement for the unit on April 1, 2023.

4. On May 1, 2025, the Tenant sent the Landlord an email giving 60 days notice that she would vacate by July 1, 2025. The Landlord consented to the termination.
5. On June 23, 2025, the Landlord emailed the Tenant to confirm the vacancy date and arrangements for the return of keys by June 30, 2025. The Tenant vacated by June 30, 2025, and the keys were returned to the Landlord.
6. The Tenant vacated the rental unit by June 30, 2025, and the key was returned to the Landlord.
7. In June 2025, the Tenant told the Landlord that her two roommates, Natasha Perry and Mark Perry, would not vacate by June 30, 2025. The Tenant testified that she informed both individuals that they were required to leave by that date because her tenancy would end at the end of June 2025, but they refused.
8. The Landlord's agent, Scott Ferris, also testified that both individuals refused to leave after the Tenant vacated. After June 30, 2025, he observed Mark Perry at the complex on a daily basis and understood that he continued to occupy the rental unit. He further testified that when the Landlord attempted to enter the unit after Ms. Shaw moved out, the occupants refused entry and became aggressive. Police were contacted and advised that the matter must be addressed through the Landlord and Tenant Board.
9. Mr. Ferris also testified that Ms. Perry attempted in May 2025 to have her name added as a tenant, but the Landlord declined her application. The Landlord never entered into a new lease with either Natasha Perry or Mark Perry while they occupied the unit, nor after the Tenant vacated.
10. Mark Perry testified that he believes he is the tenant, but he acknowledged that he never entered into a lease agreement with the Landlord.
11. The next issue is whether the Landlord entered into a new tenancy agreement with the occupant. Section 104 of the *Residential Tenancies Act, 2006* (Act) is engaged. It provides that a person's occupation of a rental unit is deemed to be an assignment of the rental unit with the consent of the landlord as of the date the unauthorized occupancy began if three conditions are met. First, no tenancy agreement is entered into within the period set out in subsection 104(3). Second, the landlord does not apply to the Board under section 100 within 60 days of discovering the unauthorized occupancy. Third, 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.
12. On the evidence before me, I find that the Landlord did not enter into a tenancy agreement with the unauthorized occupant. The Landlord did not accept rent or other compensation, and there is no evidence that the Unauthorized Occupant tendered any payment after the Tenant vacated the rental unit. The application was filed on July 2, 2025, within 60 days of the Landlord discovering the unauthorized occupancy.
13. Given these findings, I am not prepared to conclude that the Landlords entered into a tenancy agreement with the Unauthorized Occupant.

Daily Compensation & Costs

14. Rent for the unit paid for by the Tenant was \$1,845.00 per month. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant for the period starting July 1, 2025, to December 15, 2025, for a total of \$10,134.86.
15. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs. The Unauthorized Occupant should be paying the application filing fee.

Section 83 Considerations

16. Section 83 of the Residential Tenancies Act, 2006 does not apply on these facts because the application seeks the eviction of an Unauthorized Occupant rather than the eviction of a tenant. Even if Section 83 were engaged, I would not exercise discretion to grant relief beyond the Board's standard order. The Unauthorized Occupant has known since at least June 2025 that the Tenant directed them to vacate and has had ample time to arrange a move.
17. This order contains all of the reasons for my decision within it. No further reasons shall be issued.

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 January 20, 2026.
3. If the unit is not vacated by January 20, 2026, then starting January 21, 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 January 21, 2026.
5. The Unauthorized Occupant shall pay to the Landlord \$10,134.86. which represents outstanding daily compensation for the use of the unit from July 1, 2025, to December 15, 2025.
6. The Unauthorized Occupant shall also pay to the Landlord \$60.65 per day for compensation for the use of the unit from December 16, 2025, to the date they move out of the rental 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 January 20, 2026.
9. If the Unauthorized Occupant do not pay the Landlord the full amount owing by January 20, 2026, they will owe interest. This will be simple interest calculated from January 21, 2026, at 4.00% on the outstanding balance.

January 9, 2026

Date Issued

Joy Xiao

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 July 21, 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.