



Order under Section 31 of the Residential Tenancies Act, 2006

File Number: LTB-T-021098-22-HR

In the matter of: A, 170 First Street
Collingwood, ON L9Y1A7

Between: Patrick Foster Tenant

and

CGC Property Management Landlord

HEARING ORDER

Patrick Foster (the 'Tenant') applied in a T2 application seeking an order determining that CGC Property Management (the 'Landlord') substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

This application was heard by videoconference on July 31, 2024. The Tenant attended the hearing with his legal representative Andrea Lahey. The Landlord's legal representative Josh McDougall also attended the hearing.

Unfortunately, the Member who heard the application left the LTB without issuing an order.

The Associate Chair of the LTB determined that the prior Member is unable to issue a decision in this matter. The application was therefore reassigned by the Associate Chair's authority under section 4.4(1) of the *Statutory Powers Procedure Act* (the 'SPPA'). As the reassigned adjudicator, I have elected under section 4.4(6) of the SPPA to make a decision on the basis of listening to the existing hearing recording from the July 31, 2024 hearing, and by reviewing the file in the Tribunals Ontario Portal (TOP).

Determinations:

1. This application was filed because the Tenant claimed in the T2 application that the Landlord substantially interfered with his reasonable enjoyment of the rental unit by failing to remove the occupant (Tenant's ex-girlfriend) from the rental unit. For the reasons explained below, the application is dismissed.
2. It was uncontested that the Tenant is the only one that signed the lease with the Landlord, that the Tenant moved in alone, and he paid the rent. At some point after the tenancy started, the Tenant's girlfriend moved in as a guest or occupant.

3. It was uncontested that at some point the Tenant and his occupant had domestic issues, leading to charges of assault against the Tenant. He was ordered to stay away from the occupant for some time. During that time, approximately 10 months, the Tenant was unable to reside in the rental unit because the occupant continued to live there with her daughter.
4. The Tenant submitted that he had tried to get the police and the Landlord to help evict the occupant, but neither of them could help.
5. The Tenant brought this T2 application because it was his last recourse to try to seek remedies against the Landlord, for failing to assist with getting the occupant to move out of the rental unit, which he was unable to live in for approximately 10 months.
6. It was uncontested that on September 28, 2022, the parties attended a hearing at the LTB for a A1 application. At that time the occupant moved out voluntarily from the rental unit. The LTB ordered in the A1 application that the *Residential Tenancies Act, 2006* (the 'Act') does not apply with respect to the occupant.
7. There were some submissions that there may have been a subtenancy agreement between the Tenant and the occupant; however, the Landlord's legal representative argued this was moot since it would only impact the relationship between the Tenant and the occupant, not his client.
8. The Landlord's legal representative submitted that while it was an unfortunate circumstance, the Landlord had no mechanism to remove the occupant from the rental unit. He argued that the Tenant could have made an application to the court for a writ, but he never attempted to try it. The Landlord was supportive of the Tenant but did not have the heart to kick out the occupant and her child during the domestic dispute. Also, there was no legal mechanism for the Landlord to evict a guest or occupant of the Tenant, and in any event the LTB had determined the Act did not apply to the occupant.
9. The Landlord's legal representative submitted that this T2 application was brought without merit, which has caused prejudice to the Landlord. The Tenant was represented by a legal professional, who ought to have known a writ could be obtained from the court in this scenario. Rather, the Tenant chose to try to pursue a meritless claim against the Landlord in this T2 application, which has wasted time and resources.
10. The Landlord's legal representative sought a "small amount of costs". This is the second hearing for this application. His office and his client have had to prepare twice. During the last adjournment the Tenant's side took no steps to seek clarification. He suggested \$200.00 total, \$100.00 for each attendance.
11. The Tenant's legal representative advised the first adjournment was due to the Landlord's request due to the Landlord's legal representative's illness, which was out of the Tenant's control.
12. Both legal representatives admitted that there had been some negotiation to try to settle the matter prior to the hearing.
13. I have decided that this is not the appropriate situation to order costs of any kind. Firstly, the type of costs (ie: party-to-party costs, costs against the legal representative for

unreasonable conduct, costs payable to the Board, etc) was not specified during the hearing. Without submissions on what type of costs were sought by the Landlord's legal representative, I am not prepared to make any order in this issue.

14. Even though the Tenant's legal representative ought to have withdrawn this application prior to the hearing before the Member, the parties admitted to negotiating privately. The parties are always encouraged to attempt to resolve any issues in this application or with respect to the whole tenancy. In the spirit of encouraging those types of alternative dispute resolution discussions, it was not a complete waste of time to proceed with this hearing. The parties left with clarity that the LTB had not jurisdiction in this situation. No order for costs shall be made.

It is ordered that:

15. The LTB has no jurisdiction to adjudicate the types of claims alleged in the T2 application, so the application is dismissed.

January 8, 2026
Date Issued

Michelle Tan
Vice Chair, 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.