



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Marques v Tully, 2026 ONLTB 2283

Date: 2026-01-05

File Number: LTB-L-067849-25-RV

In the matter of: 203 Barry Place
London ON N6H1K2

Between: John Marques Landlord

And

Christopher Tully Tenant

And

KRISTA TULLY Requesting Party

Review Order

John Marques (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Tully (the 'Tenant') because the Tenant gave notice to terminate the tenancy.

This application was resolved by order LTB-L-067849-25 issued on August 25, 2025.

On October 28, 2025, the Requesting Party requested a review of the order.

On October 28, 2025, interim order LTB-L-067849-25-RV-IN was issued, staying the order issued on August 18, 2025

The Requesting Party's request to review was heard by videoconference on November 26, 2025.

The Landlord and the Requesting Party attended the hearing.

Determinations:

Background

1. On July 27, 2025, the Tenant gave the Landlord an Notice of Termination terminating the tenancy September 30, 2025.
2. On the basis of that notice of termination, the Board issued an ex-parte order terminating the tenancy.
3. The Requesting Party seeks to review that order.

Request to Review

4. The Requesting Party claims she is a tenant of the rental unit and submits that the N9 is invalid because she did not sign it.
5. Section 2 of the *Residential Tenancies Act, 2006* (the 'Act') defines a tenant as a person who pays rent in return for the right to occupy a rental unit and includes the tenant's heirs, assigns and personal representatives, but "tenant" does not include a person who has the right to occupy a rental unit by virtue of being,
6. Residence alone does not create a tenancy, and a person who occupies a rental unit solely as an occupant or family member of a tenant.
7. Although the Requesting Party resided in the rental unit as the Tenant's spouse, spousal status does not automatically confer tenant rights under the Act, except in limited circumstances that do not apply here.
8. The Requesting Party submitted a Superior Court agreement providing that the Tenant would vacate the rental unit and that she would have sole possession of the home. However, a Superior Court agreement does not bind the Landlord or create a tenancy relationship under the Act.
9. While the Tenant may have been required to leave the rental unit under that agreement, he was not required to terminate the tenancy. Having chosen to give a valid notice of termination, the tenancy ended for the Tenant and all occupants. The Landlord was not obliged to accept the Requesting Party as a new tenant.
10. If the Tenant breached the terms of their Superior Court agreement, the Requesting Party may resolve that issue in a court of competent jurisdiction.
11. The Requesting Party asserted that the Landlord treated her as a tenant and that her name was intended to be added to the lease. I find there is no evidence of any request to add her to the tenancy agreement and no evidence the Landlord intended to create a new tenancy with her. The Landlord's evidence was clear that he did not intend to create a new tenancy with the Requesting party.
12. Based on the evidence submitted, I find the Requesting Party is an occupant only and not a tenant within the meaning of section 2 of the Act. As such, she has no standing to file a request to review the Board's October 8, 2025, order. Therefore, the request to review must be denied.

It is ordered that:

1. The request to review order LTB-L-067849-25 issued on August 25, 2025, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on October 28, 2025, is cancelled. The stay of order LTB-L-067849-25 is lifted immediately.

January 5, 2026
Date Issued

Bryan Delorenzi
Member, Landlord and Tenant Board

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