



## **Order under Section Residential Tenancies Act, 2006**

**Citation:** Sitrine (Kingsbridge) Inc v Mincovitch, 2026 ONLTB 4524

**Date:** 2026-01-19

**File Number:** LTB-L-070745-25

**In the matter of:** 604, 9 Kingsbridge Court  
Toronto Ontario M2R1L6

**Between:** Sitrine (Kingsbridge) Inc Landlord

**And**

Bleema Bernice Mincovitch Tenant

**And**

Cory Mincovitch Unauthorized Occupant

Sitrine (Kingsbridge) Inc (the 'Landlord') applied for an order to evict Cory Mincovitch (the 'Unauthorized Occupant')

This application was heard by videoconference on December 8, 2025.

The Unauthorized Occupant attended the hearing. The Landlord was represented at the hearing by Sara Ginman.

### **Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the Unauthorized Occupant must move out of the rental unit on or before February 28, 2026.
2. The Tenant passed away on July 3, 2025.
3. Section 91(1) of the Residential Tenancies Act, 2006 (the 'Act') states:

*If a tenant of a rental unit dies and there are no other tenants in the rental unit, the tenancy shall be deemed to be terminated 30 days after the death of the tenant.*

4. The Unauthorized Occupant submits that he was a tenant and relies on a lease document from 2011, which purports to list him as a tenant. (Doc 6915071 pg. 5)

5. The Landlord disputes the authenticity and reliability of the lease produced by the Unauthorized Occupant. The Landlord submits CM was never tenant, but rather as an occupant and son of the deceased Tenant. The Landlord relies on their own lease agreement (DOC-6941027) which does not list the Unauthorized Occupant as a tenant.
6. I have reviewed the two different lease agreements, I prefer the lease agreement the Landlord has submitted as it appears a clean copy of the original agreement, while the one Unauthorized Occupant submitted is photograph that could have easily been altered.
7. Further, I find the Tenant's lease to be inconsistent. It purports to list Unauthorized Occupant simultaneously as a tenant, guarantor, and occupant. This structure is inconsistent with how multi-tenant tenancies are ordinarily documented. I accept the Landlord's evidence that such a configuration would make no practical or legal sense.
8. Moreover, I find the conduct of the parties throughout the tenancy to be consistent with an occupancy rather than that of tenancy. The evidence shows that throughout the Landlord's ownership, CM consistently acted on behalf of his mother, including submitting a tenant authorization form to act as her agent in an Above-Guideline Increase proceeding; communicating with the Landlord as a representative rather than as a tenant; and signing documents in an agent or representative capacity. (DOC 6907559)
9. I do not accept the Unauthorized Occupant's explanation that this conduct is consistent with tenant status. While a tenant may appoint an agent, the consistent and exclusive presentation of oneself as an agent—without ever asserting tenant status—is inconsistent with the claim that one believed oneself to be a tenant for over a decade.
10. I also find it significant that CM never informed the Landlord that he claimed to be a tenant until after this application was filed.
11. Based on evidence, I find on a balance of probabilities I find CM was an occupant of the rental unit rather than a tenant.
12. As I find that CM was not a tenant, the tenancy terminated on August 2, 2025, being 30 days after the Tenant's passing pursuant to section 91(2) of the Act.
13. The Landlord is entitled to daily compensation for use of the rental unit by the Unauthorized Occupant from August 3, 2025, until the date Unauthorized Occupant vacates the rental unit.
14. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
15. Pursuant to section 83 of the Act I find a short delay in an eviction to be appropriate. CM is a long-term occupant of the rental unit and would require additional time to find a new place to live that is within his means.
16. I have considered all of the disclosed circumstances and find that it would not be unfair to postpone the eviction until February 28, 2026, pursuant to subsection 83(1)(b) of the Act.

**It is ordered that:**

1. The tenancy is terminated pursuant to section 91(1) of the Act.
2. The Unauthorized Occupant shall move out of the rental unit on or before February 28, 2026.
3. The Unauthorized Occupant shall pay to the Landlord \$201.00 for the cost of filing the application.
4. The Unauthorized Occupant shall also pay to the Landlord \$45.00 per day for compensation for the use of the unit from August 2, 2025, to the date they move out of the unit.
5. If the Occupant does not pay the Landlord the full amount owing by February 28, 2026, the Unauthorized Occupant will owe interest. This will be simple interest calculated from March 1, 2026, at 4.00% on the outstanding balance.
6. If the unit is not vacated by February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (the Sheriff), so that the eviction may be enforced.
7. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord after March 1, 2026.
8. The total amount the Tenant must pay the Landlord is \$201.00.
9. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026, at 4.00% annually on the balance outstanding.

**January 19, 2026**

**Date Issued**

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**Bryan Delorenzi**

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 September 30, 2026 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.