



Order under Section 100 101 Residential Tenancies Act, 2006

Trillium Apartments Limited c/o Realstar Corp v Grubb, 2026 ONLTB 9027

Date: 2026-02-02

File Number: LTB-L-048222-25

In the matter of: 104, 434 William Street
Cobourg Ontario K9A 4X7

Between: Trillium Apartments Limited
c/o Realstar Corp Landlord

and

Catherine Grubb Tenant

and

Neil Grubb Occupant

Trillium Apartments Limited c/o Realstar Corp (the 'Landlord') applied for an order to terminate the tenancy of Catherine Grubb (the 'Tenant') and evict Neil Grubb (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 by the Unauthorized Occupant for the use of the rental unit.

This application was heard by videoconference on November 20, 2025.

The Landlord's agent Michael Wirch, the Landlord's agent Carol Rossiter, the Landlord's legal representative Martin Zarnett, the Tenant, the Occupant and his legal representative Irosha Perera attended the hearing.

Determinations:

1. The Landlord applies under section 100 of the *Residential Tenancies Act, 2006* (the 'Act') to terminate the tenancy and repossess the rental unit, alleging the occupancy was transferred to the Occupant without its consent.
2. The Occupant responds that he has always been the true tenant by express agreement with the Landlord. And in any event, the Landlord's staff knew that he alone has been living in the rental unit since 2015. The transfer of occupancy, if there was one, occurred well before the 60-day limitation period in subsection 100(2) of the Act and the Landlord would have discovered it long ago.

3. The Landlord of this 68-unit complex says it cannot know at all times who occupies a given unit and, because tenants may have roommates, guests and other legal occupants, it does not closely monitor that. It does not dispute that the Occupant has lived in the unit and paid rent since 2015 but notes that accepting rent or compensation alone does not create a tenancy. The Landlord says it only became aware of a potential issue on May 24, 2025.
4. The Landlord's manager C.R testified that on May 24, 2025, staff met with the Occupant to discuss his use of the balcony. During that meeting, the Occupant asserted that he was the leaseholder. That prompted the Landlord to review the tenancy agreement which revealed that the Occupant was not named as tenant. The Landlord characterizes this as discovering an unauthorized transfer of occupancy. C.R. testified to these events but could not speak to the Landlord's prior knowledge of the Occupant's status, as she was not employed there at the time.
5. The witness M.W. was employed there at the time. He identified himself as the district manager. He has never spoken to or met the Tenant nor the Occupant but he approved the Tenant's application and signed the tenancy agreement on behalf of the Landlord in 2015. He did not know who actually lived in the unit until May 24, 2025 when staff told him about their meeting with the Occupant. He confirmed that the Landlord has not consented to an assignment of this tenancy. He did not say who dealt with the Tenant on the Landlord's behalf when the paperwork was arranged in 2015.
6. The missing details were supplied by the testimony of the Occupant. He explained that he spoke to the Landlord's staff Randy and Jill when he applied for the tenancy in 2015. The Occupant and the Landlord's staff agreed that he would be the tenant and that he alone would pay the rent and live in the unit except they would draw up the paperwork in the Tenant's name because the Occupant would likely not be approved owing to poor credit. He confirmed that the Tenant never moved into the rental unit or paid any rent. For the past ten years, successive managers of the Landlord were aware that he alone—not the Tenant—lived in the rental unit. The Landlord led no evidence to contradict this account nor evidence to suggest that Randy and Jill were acting outside their authority.
7. The Landlord produced the tenancy agreement and the supporting application form. The pre-printed agreement includes a box stating, "You agree that the Rented Premises will be occupied by the following persons only:" in which the Occupant's name is entered in ink. It appears to be signed by the Landlord and the Tenant. Neither signature is legible.
8. The application—framed as an offer to lease subject to contract—lists the particulars of the proposed tenancy. It also includes a box for "Proposed Occupants" after the clause, "It is understood that only the [Tenant] and the occupant(s) listed below are to occupy the rented unit." The Occupant's name does not appear anywhere on the application. It appears to be signed by the Tenant. The signature is not legible.
9. The Occupant tendered an email from S.G., assistant manager at the residential complex from 2016 to 2025, stating that when the Occupant moved in, the Landlord understood he alone would be living in the rental unit. He also tendered a similar letter from K.C., a manager at the time, asserting that the Landlord knew and agreed the Occupant alone was the true tenant although the lease was prepared in the Tenant's name. While hearsay

evidence of this nature is of limited weight, these statements are consistent with other credible evidence that I accept—namely, the Occupant’s unchallenged testimony.

10. Having regard to the pattern of activities relating to the residential complex and this rental unit to ascertain the real substance of all transactions and activities, I find the evidentiary record supports the Occupant’s position. I disregard the outward form of the paperwork relied on by the Landlord and find, on a balance of probabilities, that the Landlord, through its agents, entered into a tenancy agreement with the Occupant in 2015. The Landlord granted possession to the Occupant, and he alone occupied it, paying the rent agreed. I find the Occupant, not the Tenant, was always the true tenant. No transfer of occupancy has occurred.
11. The application must be dismissed because the Landlord has failed to prove on a balance of probabilities that occupancy of the rental unit was transferred in a manner contrary to the Act.

It is ordered that:

1. The application is dismissed.

February 2, 2026

Date Issued

Nersi Makki

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.