



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

File Number: LTB-L-048910-25-RV

In the matter of: 2, 76 Scenic Drive
Kitchener Ontario N2A2P6

Between: Josip Andric-Vukancic Landlord

And

Tyler Plouffe Tenant

And

Hunter Williamson Unauthorized Occupant

Review Order

Josip Andric-Vukancic (the 'Landlord') applied for an order to terminate the tenancy of Tyler Plouffe (the 'Tenant') and evict Hunter Williamson (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 resolved by order LTB-L-048910-25 issued on November 28, 2025.

On January 2, 2026, the Unauthorized Occupant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On January 5, 2026, interim order LTB-L-048910-25-RV-IN was issued, staying the order issued on November 28, 2025.

This request was heard by videoconference on January 26, 2026.

The Landlord's Legal Representative, T. Ellis, the Landlord, and the Unauthorized Occupant, attended the hearing.

Determinations:

Review request

1. In this request, the Unauthorized Occupant alleges that he was not reasonably able to participate in the proceeding as he was not provided a key to the mailbox and did not receive the Notice of Hearing and application.

2. At the review hearing, the Unauthorized Occupant stated that he does not have access to the mailbox as he lost the key 6-7 months ago, asked the Landlord for one, but has not received it. He stated that he had requested the mailman to open the mailbox and that was when he found the eviction order. He stated he was confused by the order as he has been living there since 2021 and the occupancy was not transferred.
3. The Landlord's Legal Representative submitted that it was unreasonable on the Unauthorized Occupant to not have access to the mailbox for this length of time.
4. The LTB's record confirmed that the application and Notice of Hearing for the original hearing date were sent by mail to the Unauthorized Occupant at the rental unit address.
5. Based on the evidence before me, I find it more likely than not that the Unauthorized Occupant did not receive the Notice of Hearing and application given that he did not have a key to the mailbox and those documents were served by mail. Therefore, I was satisfied that the Unauthorized Occupant was not reasonably able to participate in the proceeding.
6. Additionally, order LTB-L-048910-25, issued on November 28, 2025 named the Unauthorized Occupant as the Tenant which caused confusion and is in fact a serious error.
7. Consequently, the request for review is granted. The application was reheard.

A2 application

8. There was no dispute that the application should be amended to name Tyler Plouffe as the Tenant and Hunter Williamson as the Unauthorized Occupant and to remove Leila Doccette as a party.
9. In this application, the Landlord alleged that the Tenant transferred the occupancy of the rental unit to the Unauthorized occupant without the Landlord's consent.
10. The Unauthorized Occupant was in possession of the rental unit on the date the application was filed.
11. There was no dispute that the Landlord and the Tenant entered into a tenancy agreement for the rental unit. The Unauthorized Occupant, HW, was a friend of the Tenant and came to live with the Tenant sometime in 2021. HW stated that the Landlord had initially offered to add him to the tenancy but since the Landlord wanted more money, an agreement was not reached.
12. There was no dispute that around June 2025, the Unauthorized Occupant advised the Landlord that the Tenant had moved out. HW confirmed that the only time he requested maintenance in the unit was while the Tenant was still there. HW also confirmed the any Notice served by the Landlord only named the Tenant, including Notice of Entry and Notices of Rent Increase. Therefore, I was satisfied that this application was filed within 60 days after the Landlord discovered the unauthorized occupancy.

13. There was also no dispute that the Unauthorized Occupant has been paying the rent since the Tenant moved out. The Landlord stated that the rent goes directly into his account and he did not know who was paying it.
14. Payment of rent does not in itself make the person paying it a tenant. There was no dispute that HW came to live with the Tenant and that the Landlord and HW have not entered into a tenancy agreement for the rental unit. Additionally, there was no dispute that the Tenant has since moved out of the unit, leaving HW in occupancy.
15. Section 100 of the *Residential Tenancies Act, 2006* (the 'Act') provides:

If a tenant transfers the occupancy of a rental unit to a person in a manner other than by an assignment authorized under section 95 or a subletting authorized under section 97, the landlord may apply to the Board for an order terminating the tenancy and evicting the tenant and the person to whom occupancy of the rental unit was transferred.

16. Based on the mostly uncontested evidence before me, I was satisfied that the Tenant transferred the occupancy of the rental unit to HW in a manner other than that allowed by the Act.

Daily Compensation

17. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant. Based on the Monthly rent, the daily compensation is \$51.47. This amount is calculated as follows: \$1565.43 x 12 months, divided by 365 days. There was no dispute that compensation has been paid to the Landlord to January 31, 2026.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. These costs ought to be born by the Tenant who unlawfully transferred the tenancy.

Section 83 Considerations

19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, 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.
20. The Landlord's Legal Representative requested an order terminating the tenancy and evicting the Unauthorized Occupant. He submitted that the Landlord has offered to enter into a tenancy with HW, but they have yet to reach an agreement on the terms.
21. HW has been residing in the rental unit for 4 years and has paid the compensation owing to January 31, 2026. HW would like to enter into a tenancy with the Landlord but if he had to vacate he requested a few weeks.
22. Given that HW has been in the unit for some time, there are no moneys owed to the Landlord, and at present HW does not have another place to move to, I find that it would

not be unfair to delay the eviction until the end of February 2026. This short delay also provides the parties some time to see if they can reach an agreement to enter into a tenancy together.

It is ordered that:

1. The request to review order LTB-L-048910-25 issued on November 28, 2025 is granted. The order is cancelled and replaced by the following:
2. The tenancy between the Landlord and the Tenant is terminated.
3. The Unauthorized Occupant shall move out of the rental unit on or before February 28, 2026.
4. 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.
5. 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.
6. The Tenant shall pay the Landlord \$186.00 for the cost of filing the application.
7. The Unauthorized Occupant shall pay to the Landlord \$51.47 per day for compensation for the use of the unit from February 1, 2026 to the date they move out of the unit.
8. If the Unauthorized Occupant or Tenant does not pay the Landlord the full amount owing by February 24, 2026 they will owe interest. This will be simple interest calculated from February 25, 2026 at 4.00% on the outstanding balance.

February 13, 2026

Date Issued

Lisa Del Vecchio

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.