



Order under Section 100 Residential Tenancies Act, 2006

File Number: LTB-L-048672-25

In the matter of: 1, 75 Baldoon Road
Chatham Ontario N7L1E2

Between: Mahesh Juthani and Harsha Juthani Landlord
C/O G3 Property Solutions Inc

And

Mary Jane Letourneau Tenant

And

Jason Letourneau Unauthorized Occupant

G3 Property Solutions Inc (the 'Landlord') applied for an order to terminate the tenancy of Mary Jane Letourneau (the 'Tenant') and evict Jason Letourneau (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 February 10, 2026.

The Landlord's Representative, Robert Rose and the Unauthorized Occupant, Jason Letourneau attended the hearing.

Determinations:

1. The Landlord's Agent/Witness, Anna Nuevo (A.N.) is employed by the Landlord in the capacity of a property manager and is responsible for the administrative end of things. She has been in this position for approximately 2 years and is familiar with the Tenant named in this application.
2. A.N. identified the sole Tenant in the rental unit to be Mary Jane Letourneau. A copy of the lease agreement dated September 1, 2005, was tendered as evidence by the Landlord. I am mindful that the lease only lists Mary Jane Letourneau as a Tenant and is also signed by only one Tenant.
3. A.N. testified that the lease agreement tendered as evidence is the only lease and that the lease was never amended to add any other individuals as tenants to this lease.

4. A.N. testified that the Tenant M.J.L. passed away on April 27, 2025. A.N. received a telephone call on April 28, 2025, at which time the Landlord was informed of the Tenant's passing and was also provided with a copy of the death certificate.
5. A.N. testified that the Landlord became aware of the Unauthorized Occupant on May 28, 2025. The logic behind this was that the tenancy would have terminated on May 27, 2025, 30 days after the passing of the Tenant. On May 28, 2025, the Tenant's son remained in possession of the rental unit and as such did so in the capacity of an Unauthorized Occupant.
6. The Landlord forwarded the Unauthorized Occupant a letter on June 6, 2025, informing the Occupant that the tenancy has now terminated, and that the Occupant was being asked to vacate the rental unit. A request was also made at this time for the Occupant to pay for daily compensation for the use of the rental unit in the amount of \$28.15 per day. A.N. testified that the Occupant did not make any payments to the Landlord for daily compensation.
7. The named Occupant, Jason Letourneau (J.L.) testified that he has been residing in the rental unit and helping his late mother for the past five years and continues to reside in the unit as of the date of the hearing. J.L. also testified that within 2 days of his mother's passing, the Landlord told him that the tenancy was terminated, that he was not a tenant, and that he had to vacate the rental unit.
8. J.L. also suggested that an employee of the Landlord verbally told him it would not be a problem to add him to the lease as a tenant, but J.L. also acknowledged that this action was never taken by the Landlord, and that he was never added to the lease in the capacity of a tenant.
9. On cross-examination, J.L. also confirmed his understanding that the individual who he claimed to have promised to add him to the lease, was a middleman who did not have the authority to do so, and J.L. was aware of this.
10. Based on the evidence, I find that the occupancy of the rental unit was transferred to the Unauthorized Occupant in a manner that was not authorized by the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord did not enter into a tenancy agreement with this person.
11. The Unauthorized Occupant was in possession of the rental unit on the date the application was filed.
12. The application was filed within 60 days after the Landlord discovered the unauthorized occupancy.

Daily Compensation

13. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant.

14. The Unauthorized Occupant owes the Landlord \$7,514.72 in daily compensation for use and occupation of the rental unit for the period from May 28, 2025, to the February 10, 2026.
15. Based on the Monthly rent, the daily compensation is \$28.14. This amount is calculated as follows: $\$855.85 \times 12$ months, divided by 365 days.
16. Since the Landlord became aware of the Unauthorized Occupant, the Unauthorized Occupant has not made any payments to the Landlord in compensation for use of the rental unit.
17. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs. This filing fee shall be payable by the Unauthorized Occupant.

Section 83 Considerations

18. The Landlord was not aware of any circumstances that may require the Board to consider delaying or denying termination of the tenancy and sought the issuance of a standard order. The Landlord's Representative also pointed out that the tenancy terminated on May 27, 2025, and that the Unauthorized Occupant has now had almost a year to secure alternative housing.
19. The Unauthorized Occupant requested that termination of the tenancy be delayed until the end of June 2026, allowing the Occupant an opportunity to secure alternative housing. The Occupant has confirmed that he has not sought alternative housing because he did not feel as though he would be required to vacate the rental property.
20. Given the circumstances, I find that it would not be unreasonable to provide the Unauthorized Occupant with a short extension of time to March 15, 2026, as to allow the Occupant to secure alternative housing and make arrangement to move all personal belongings from the rental unit. I am mindful that the Occupant has suffered a great loss, but I am also mindful that the Landlord is financially prejudiced by every day that the Occupant remains in the unit. Accordingly, I am limiting the delay to March 15, 2026.
21. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until March 15, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated.
2. The Unauthorized Occupant shall move out of the rental unit on or before March 15, 2026.
3. If the unit is not vacated by March 15, 2026, then starting March 16, 2026, the Landlord may file this order with the Court Enforcement Office (the Sheriff), so that the eviction may be enforced.

4. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord after March 16, 2026.
5. The Unauthorized Occupant shall pay to the Landlord \$7,514.72 which represents daily compensation for the use of the rental unit from May 28, 2025, to the February 10, 2026.
6. The Unauthorized Occupant shall also pay to the Landlord \$28.14 per day for compensation for the use of the unit from February 11, 2026, to the date they move out of the unit.
7. The Unauthorized Occupant shall also pay the Landlord \$201.00 for the cost of filing the application.
8. The Unauthorized Occupant shall pay the Landlord the full amount owing by March 15, 2026.
9. If the Unauthorized Occupant does not pay the Landlord the full amount owing by March 15, 2026, they will owe interest. This will be simple interest calculated from March 16, 2026, at 4.00% on the outstanding balance.

February 23, 2026

Date Issued

Ilan Shingait

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 16, 2026 if 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.