



Order under Section 100 Residential Tenancies Act, 2006

File Number: LTB-L-057549-25

In the matter of: 508, 1680 Ellesmere Road
Scarborough Ontario M1H3H2

Between: Blue Danube House C/O Aykler Real Estate Landlord

And

The Estate Of Klaus Hartwig Tenant

And

Chris MacKinnon Unauthorized Occupant

Blue Danube House C/O Aykler Real Estate (the 'Landlord') applied for an order to terminate the tenancy of The Estate Of Klaus Hartwig (the 'Tenant') and evict Chris MacKinnon (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 5, 2026.

The Landlord, Bob Aykler, the Landlord's legal representative, Leo Corsetti, and the Unauthorized Occupant, Chris MacKinnon, attended the hearing. The Landlord's witness, Vesna Milovanovic, was also available at the hearing.

Determinations:

1. On consent, the application is amended to name the Unauthorized Occupant as Chris MacKinnon (CMK).
2. The Tenant transferred the occupancy of the rental unit 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.
3. The Tenant passed away on June 3, 2025 and CMK was residing in the rental unit caring for them until their passing. After the Tenant passed away, CMK remained in the rental unit without the consent of the Landlord.

4. In accordance with section 91(1) of the Act, if a tenant of a rental unit dies and there are no other tenants of the rental unit, the tenancy shall be deemed to be terminated 30 days after the death of the tenant. In this case, the tenancy would be terminated on July 3, 2025.
5. The Landlord discovered that CMK was occupying the rental unit after the Tenant's passing on June 30, 2025 and they subsequently filed their application on July 8, 2025 which is within 60 days after the Landlord discovered the unauthorized occupancy and this is after the tenancy would terminate by virtue of section 91(1) of the Act.
6. The Unauthorized Occupant, CMK, was in possession of the rental unit on the date the application was filed and remained in possession of the rental unit as of the hearing date.

Daily Compensation

7. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant.
8. The Unauthorized Occupant owes the Landlord \$7,241.14 in daily compensation for use and occupation of the rental unit for the period from September 1, 2025 to the February 5, 2026. The rent had been paid by the Tenant's estate up to July 31, 2025 and the last month's rent deposit was applied to the rent for August of 2025.
9. Based on the Monthly rent, the daily compensation is \$45.83. This amount is calculated as follows: \$1394.00 x 12 months, divided by 365 days.
10. Since the Landlord became aware of the Unauthorized Occupant, the estate of the Tenant and/or the Unauthorized Occupant have not made any further payment to the Landlord in compensation for the use of the rental unit.
11. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs by the Unauthorized Occupant.
12. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
13. CMK testified that they had been providing ongoing care to the Tenant and that they had vacated their old rental unit to help support the Tenant. As of the hearing date, they had no place to go and they receive limited funds from their employment as a window cleaner with fluctuating wages. They hope to get further employment when the weather warms up. On this basis, they requested that they be given an additional 60 days to find alternative housing.
14. The Landlord was opposed to granting any additional time on the basis that CMK could not provide ongoing monthly compensation payments to the Landlord and that they were overholding the unit causing prejudice to the Landlord from being able to mitigate their losses and to re-rent the unit to a tenant of their own choosing.
15. Although I sympathize with the circumstances of CMK, I do find that granting any additional relief would be prejudicial to the Landlord as they have not received any

payments for their continued occupancy of the unit and cannot afford to make further payments to the Landlord in the interim for an extended stay.

16. At the hearing the Tenant was provided with time until March 1, 2026 to vacate the unit and I see no reason to deviate from my oral decision at the hearing.

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 1, 2026.
3. If the unit is not vacated by March 1, 2026, then starting March 2, 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 2, 2026.
5. The Unauthorized Occupant shall pay to the Landlord \$7,241.14 which represents daily compensation for the use of the rental unit from August 31, 2025 to the February 5, 2026.
6. The Unauthorized Occupant shall also pay to the Landlord \$45.83 per day for compensation for the use of the unit from February 6, 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/Tenant shall pay the Landlord the full amount owing by March 10, 2026.
9. If the Unauthorized Occupant does not pay the Landlord the full amount owing by March 10, 2026 they will owe interest. This will be simple interest calculated from March 11, 2026 at 4.00% on the outstanding balance.

February 27, 2026
Date Issued

Terri van Huisstede
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 2, 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.