



Order under Section 31 Residential Tenancies Act, 2006

Citation: Nadeau v Tryon Asset Management, 2026 ONLTB 70123

Date: 2026-02-26

File Number: LTB-T-066623-25

In the matter of: D, 87 Optimist Dr
St. Thomas Ontario N5P0G3

Between: David Nadeau Tenant

And

Tryon Asset Management Former Landlord

David Nadeau (the 'Tenant') applied for an order determining that Tryon Asset Management (the 'Former Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

This application was heard by videoconference on September 5, 2025, October 27, 2025, and December 15, 2025.

The Former Landlord's agents, Callista Tryon, and Shane Tryon, and the Tenant attended the hearings. The Former Landlord was represented by Natalie De Rechter. The Tenant did not attend the December 15th hearing on time. He joined at the very conclusion of the hearing block citing technical difficulties. I accept that the Tenant was not reasonably able to participate in the hearing held on December 15th and will not consider any of the evidence or submissions made by the Former Landlord on December 15th. I will also not consider any evidence or submissions that were filed by either party but not properly introduced on any hearing date.

Determinations:

1. The Former Landlord raised a preliminary issue that they are not a landlord within the meaning of *the Residential Tenancies Act, 2006* (the 'Act') and that the Tenant was a subtenant rather than a tenant. The Former Landlord was themselves a tenant who ended their relationship with the landlord and vacated the premises. For the reasons set out below, I disagree.
2. I nevertheless dismiss the Tenant's application as there are no remedies to be awarded against the Former Landlord in this application as it was filed by the Tenant.

Background

3. Some facts are not in dispute.
4. The Tenant occupies a single room in the residential complex. He moved into the room in March 2023. There is a dispute about the extent to which he was entitled to use the common areas, as well as the nature and scope of the amenities that were included. The Tenant paid the Former Landlord \$900 a month for his right to occupy the room and, arguably, to use the common areas and some of the Former Landlord's belongings located in said common areas.
5. The Former Landlord and the Tenant signed a lease (Document 6300116). It is a standard Ontario lease for "Room D" at 87 Optimist Drive. It lists Tryon Asset Management Inc. as the landlord and David Nadeau with Carol Paduch as the tenants. The lease commenced on March 1, 2023. It was signed in February 2023 and contains "house rules" on the last page.
6. On May 23, 2025 the Former Landlord's legal representative sent the Tenant a letter (document 6300117 in the Tribunals Ontario Portal ('TOP')). The letter was sent on behalf of the Former Landlord. It advises the Tenant that the Former Landlord is the primary tenant, and that they will be ending their relationship with the Landlord effective July 31, 2025 following an agreement to terminate their tenancy. It further advises the Tenant that the head tenancy will end on July 31, 2025 under s. 97(5) of the Act and that his subtenancy will end on the same date. It further advises him to vacate the rental unit by that date.
7. This application was filed on August 5, 2025. The application does not allege any wrongdoing prior to July 30, 2025 other than sending the May 23, 2025 letter. All requested remedies pertain to the Tenant's losses resulting from the Former Landlord leaving the property on or about July 30th.
8. On or about July 30, 2025 the Former Landlord removed their property from the common areas.
9. On September 5, 2025 the Tenant requested an adjournment to seek representation and collect evidence about use of the common areas. He said he did not anticipate that the Former Landlord would deny that furniture in the common areas was included in the lease. I denied the adjournment request after considering the parties' submissions in light of the factors the Board usually considers but the matter was subsequently adjourned due to lack of time. The Tenant was still unrepresented at the subsequent hearings.
10. On September 15, 2025 the owner of the property (Tarlochan Singh) filed an A2 application to terminate the tenancy and evict the Tenant as an unauthorized occupant (LTB-L-077783-25). This matter is yet to be heard.

The Former Landlord's preliminary issues

11. The Former Landlord raised a preliminary issue that the dispute between the Tenant and the Former Landlord is not within the purview of the LTB. The Former Landlord was a

tenant, the Tenant was a sub-tenant, and the Former Landlord is no longer involved with the property after they terminated their lease with the Tarlochan Singh.

12. The Former Landlord argues that the application should be dismissed as there is no longer any connection between them and the rental unit.
13. The Former Landlord's evidence 6332788, pages 2 - 19 contains a copy of the lease between Tarlochan Singh and the Former Landlord. The lease is a standard Ontario lease, the property is the entire house at 87 Optimist drive, the monthly rent is \$2,500, and the lease was signed in January 2023 with the tenancy intended to commence on February 1, 2023.
14. The tenancy agreement between the Tenant and the Former Landlord was for a 12-month term. It would appear that the parties then started treating it as a month-to-month tenancy after said term expired in 2024. No new lease was signed. The Former Landlord did not attempt to move [back] into the rental unit.
15. There is no evidence that there was ever an agreement for the Former Landlord intended to move back into the unit or otherwise reoccupy to the unit.
16. Page 20 of document 6332788 is a GeoWarehouse report confirming that the property was transferred to Tarlochan Singh in November 2022 and subsequently transferred for nominal consideration to himself and Prabhjeet Kaur in February 2025.
17. The Former Landlord's evidence was that they initially intended to move into the rental unit in January-February 2023, but ultimately didn't permanently move in due to a change in their circumstances. The Former Landlord then rented out individual rooms to various occupants until he no longer wished to do so. The Former Landlord's evidence that they may have briefly lived at the property was seriously shaken on cross-examination. The Tenant argues that the Former Landlord never lived at the residential complex.
18. The Former Landlord gave up all control of the premises on July 30, 2025 and is no longer involved with the property.
19. The Former Landlord's position is that they no longer have any access or control over the rental unit and can't grant the Tenant's requested remedies.
20. On cross-examination, the Former Landlord confirmed that the owner is aware of the arrangements between the Former Landlords and the Tenant but was unable to confirm whether the Landlord provided written consent to subtenancy.
21. The Tenant does not believe that the Former Landlord lived at the property. He argues that the Former Landlord is his landlord relying on the standard form lease as opposed to a "sublease". He argues that the Former Landlord should have provided him with a subtenancy agreement.
22. The Tenant has had contact with the owner three times since July 30th. It would appear that there was never any contact before then. The Tenant always paid rent to the Former Landlord.

23. On cross-examination the Tenant confirmed that the Former Landlord returned rent he attempted to pay for the months of August 2025 and on. He confirmed that he didn't pay rent to anyone else. He testified that one of his payments was made shortly before one of the hearings and was not returned. The Former Landlord denied it. There is no evidence to corroborate the Tenant's version. I find that it is more likely than not that any payments the Tenant may have made to the Former Landlord have all been returned.

Law and analysis

24. Section 2(1) of the Act provides the following definitions inter alia:

"landlord" includes,

(a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,

(b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a), and

(c) a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent;

"rental unit" means any living accommodation used or intended for use as rented residential premises, and "rental unit" includes,

(a) a site for a mobile home or site on which there is a land lease home used or intended for use as rented residential premises, and

(b) a room in a boarding house, rooming house or lodging house and a unit in a care home;

"subtenant" means the person to whom a tenant gives the right under section 97 to occupy a rental unit;

"tenancy agreement" means a written, oral or implied agreement between a tenant and a landlord for occupancy of a rental unit and includes a licence to occupy a rental unit; ("convention de location")

"tenant" includes a person who pays rent in return for the right to occupy a rental unit and includes the tenant's heirs, assigns and personal representatives, but "tenant" does not include a person who has the right to occupy a rental unit by virtue of being,

(a) a co-owner of the residential complex in which the rental unit is located, or

(b) a shareholder of a corporation that owns the residential complex;

25. Under s. 97(1) A tenant may sublet a rental unit to another person with the consent of the landlord.
26. Under 97(4) If a tenant has sublet a rental unit to another person,
- (a) the tenant remains entitled to the benefits, and is liable to the landlord for the breaches, of the tenant's obligations under the tenancy agreement or this Act during the subtenancy; and
 - (b) the subtenant is entitled to the benefits, and is liable to the tenant for the breaches, of the subtenant's obligations under the subletting agreement or this Act during the subtenancy. 2006, c. 17, s. 97 (4).
27. Under 97(5), A subtenant has no right to occupy the rental unit after the end of the subtenancy.
28. In Tremblay v. Ogunfeibo, 2019 ONSC 7423 (CanLII) (*'Temblay'*) Divisional Court addressed a similar fact pattern. A person who rented a rental unit from a landlord who was not a party to the proceeding was named as the landlord. The Divisional Court held that the tenant was not a subtenant, but rather a tenant of Ms. Tremblay who herself rented the rental unit.
- [36] The relationship between Ms. Tremblay and Mr. Ogunfeibo falls squarely within the words of the statute. She is a landlord because she is a "person who permits occupancy of a rental unit". She is not permitting Mr. Ogunfeibo to occupy her unit with her, so the exemption in the definition of "landlord" in paragraph (a) of the definition does not apply.
- [37] Similarly, Mr. Ogunfeibo is "a person who pays rent in return for the right to occupy a rental unit." He pays that rent directly to Ms. Tremblay and he gave evidence that he believed she was the landlord. So, he fits the definition of "tenant".
- [38] The bedroom, kitchen, common area, and bathroom are "any living accommodation used or intended for use as rented residential premises" so they meet the definition of a "rental unit." Although Mr. Ogunfeibo shares the bathroom, kitchen and common area with others, the premises are akin to a boarding house or a rooming house, both of which are expressly included in the definition of "rental unit" above. Finally, because the bathroom and kitchen are shared with other occupants and are not required to be shared with the "owner, the owner's spouse, child or parent or the spouse's child or parent" the exclusion from the Act in s.5(i) does not apply.
29. I find that the Tenant was the Former Landlord's tenant within the meaning of the Act and in accordance with *Temblay* decision above for fundamentally same reasons.
30. Based on the evidence adduced at the hearings, I find that the Former Landlord has not met the definition of a landlord under the Act since they terminated their tenancy with Tarlochan Singh. They were no longer in a position to permit occupancy of the rental unit, they were not the owner or a representative of the owner, and they were not entitled to possession of the rental unit. They had no other nexus to the rental unit other than by virtue of being a party to this proceeding.

31. I accept the Former Landlord's evidence that they never owned the property, that they leased it from Tralochan Singh, served an N9 with the termination date of July 31, 2025, and then severed all ties to the rental unit effective July 30, 2025.
32. I find that the application, as filed, can't succeed as there are no remedies the Tenant requests that stem from any alleged breach properly before me in this T2 application, that occurred while the Former Landlord was a landlord within the meaning of the Act.
33. Unlike *Tremblay*, the Former Landlord did not illegally evict the Tenant. They simply terminated their relationship with the landlord and "moved out". The Tenant stayed at the property and never left. The Former Landlord removed their own belongings from the common areas, but they didn't remove any of the Tenant's belongings. The services that the Former Landlord was arguably obligated to provide to the Tenant were no longer provided but this began after the Former Landlord was no longer a landlord.
34. The Tenant's application only checks off one allegation on page 3, specifically, that the Former Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit or complex or with the reasonable enjoyment of a member of the Tenant's household.
35. This invokes s. 22 of the Act, which reads: "A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household."
36. The Tenant did not file a T1 application or a T6 application. At the hearing, the Tenant made several allegations regarding the Former Landlord's management of the property before July 31, 2025 but the application was never amended to include these allegations and it would be procedurally unfair to allow the Tenant to ambush the Former Landlord with such allegations.
37. The application requests the following remedies:
 - a. 100% rent abatement [after the Former Landlord moved items out of common areas],
 - b. Reimbursement of costs incurred [as a result of the Former Landlord terminating their tenancy and removing items from common areas],
 - c. To return various items the Former Landlord removed and to restore services (TV and internet),
 - d. Rent differential if the Tenant has to move and pay higher rent,
 - e. Moving and storage expenses if the Tenant has to move,
 - f. Ongoing expenses caused by the Former Landlord's conduct,
 - g. To allow the Tenant to move back into the rental unit,

- h. Other remedies: “as it is past July 31, I’m not sure of the eviction status; rent payment; interest on last month rent paid Mar 2023; repayment of any/all costs because of no internet, TV and furniture; cost of bringing this proceeding (including travel costs etc.); to the extent I have to move...”; and
- i. Reimbursement of a number of expenses starting August 2, 2025 (as itemized in document 6271872 in Tribunals Ontario Portal).

38. I do not find that any of these remedies can properly be awarded against the Former Landlord. All of the Tenant’s allegations, other than unpaid interest, which is not properly part of this T2, and some maintenance issues that were not pleaded and are also not a part of this application, pertain to the consequences of the Former Landlord terminating their own tenancy with Tarlochan Singh. I find that the Former Landlord ceased to be a landlord when they terminated their tenancy by their N9, and vacated the rental unit on July 30, 2025.

39. The Former Landlord is no longer in control of the rental unit, and is under no obligation to provide ongoing services to the Tenant. The Former Landlord no longer has any ability to provide services, furnish the residential complex, or otherwise manage the property. I find that it is more likely than not that the Former Landlord did not collect and retain rent for August or any date thereafter. The Former Landlord was not a landlord when the Tenant incurred various expenses they wish to be reimbursed for. The remedies requested by the Tenant are not connected to any loss that predated the termination of the “head tenancy”. I do not find that the Former Landlord can be held liable under the RTA for any losses occurred thereafter.

40. There is no longer a landlord-tenant relationship between the parties to this proceeding. The status of the Tenant’s current occupancy or tenancy will be determined as against Tarlochan Singh in their A2 application.

41. The application is dismissed.

It is ordered that:

- 1. The Application is dismissed.
- 2. Interim order LTB-T-066623-25-IN is cancelled.

February 26, 2026
Date Issued

Vladimir Nikitin
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.