



**Order under Section 100
Residential Tenancies Act, 2006**

File Number: LTB-L-050597-25

In the matter of: 13343 McLaughlin Road
Caledon Ontario L7C2B1

Between: Micheline Boutin Landlord

And

Bronson Snow Tenant

And

Lance Caines Unauthorized Occupant

Micheline Boutin (the 'Landlord') applied for an order to terminate the tenancy of Bronson Snow (the 'Tenant') and evict Lance Caines (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 January 15, 2026.

The Landlord, the Landlord's Legal Representative, Eric Steiman, the Tenant and the Unauthorized Occupant attended the hearing.

Determinations:

Unauthorized Transfer of Occupancy

1. The Landlord testified that they entered into a tenancy agreement with the Tenant (Bronson Snow) around ten (10) years ago.
2. The Landlord indicated that they only discovered that the Unauthorized Occupant, Lance Caines, was occupying the rental unit when he drove by the rental unit on June 5, 2025.
3. The Landlord stated that the Tenant had never requested nor obtained the Landlord permissions to assign the tenancy to the Unauthorized Occupant.
4. The Tenant corroborated the Landlord's testimony and agreed that they had never obtained the Landlord's consent to assign or sublet the rental unit to the Unauthorized Occupant.

5. The Tenant stated that they fully vacated the rental unit, as per the agreement they had with the Landlord and that the Unauthorized Occupant had continued to occupy the premises, as they were unable to secure alternate housing accommodations for themselves, as it appears from a copy of the text message sent by the Tenant to the Landlord on June 5, 2025 (DOC-7102917; Exhibit 1).
6. The Unauthorized Occupant testified that, prior to the filing of the application, they had never interacted or spoken with the Landlord. All of their dealings with matters relating to the rental unit since they moved into the premises on June 1, 2023, were done directly with the Tenant.
7. The Unauthorized Occupant agreed that they have only paid what they believed to be rent to the Tenant, rather than to the Landlord.

Analysis

8. On the basis of the undisputed evidence and submissions before me, I am satisfied – on a balance of probabilities – that 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 the Unauthorized Occupant and filed their application within sixty (60) days after discovering the unauthorized occupancy.
9. The Unauthorized Occupant was in possession of the rental unit on the date the application was filed.

Daily Compensation

10. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant.
11. The lawful rent is \$800.00. It is due on the first (1st) day of each month.
12. Based on the Monthly rent, the daily compensation is \$26.30. This amount is calculated as follows: \$800.00 x 12 months, divided by 365 days.
13. Since the Landlord became aware of the Unauthorized Occupant, the Tenant a paid the Landlord \$683.80 in compensation for use of the rental unit for the rental period ending June 30, 2025.
14. The Unauthorized Occupant owes the Landlord \$5,233.70 in daily compensation for use and occupation of the rental unit for the period from June 5, 2025, to the January 15, 2026.
15. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Relief From Eviction

16. The Landlord sought to terminate the tenancy and evict the Unauthorized Occupant
17. The Unauthorized Occupant sought for the Board to postpone the eviction, as they currently occupy the rental unit with their partner and two (2) children and have had difficulties securing alternate housing accommodations.
18. The Landlord was amenable to postponing the eviction by thirty (30) days.
19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006*, including the fact the Landlord never consented to the occupancy, along with the length of the occupancy, the time that has elapsed since the filing of the application and the date the hearing was held, 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.
20. The delayed eviction date will provide the Unauthorized Occupant additional time to search for new housing accommodations for themselves and their family.
21. The prejudice to the Landlord is minimized as the Landlord was amenable to postponing the eviction and extension is not prolonged.

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 the amount of \$5,434.70, which represents:
 - \$5,233.70 for compensation for the use of the rental unit from June 5, 2025, to the January 15, 2026,
 - \$201.00 for the cost of filing the application.
6. The Unauthorized Occupant shall also pay to the Landlord \$26.30 per day for compensation for the use of the unit from January 16, 2026, to the date they move out of the unit.
7. The Unauthorized Occupant shall pay the Landlord the full amount owing by March 15, 2026.

8. 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.

March 2, 2026
Date Issued

Alexandre Traboulsi
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 11, 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.