



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

File Number: LTB-L-077168-25

In the matter of: 66 Inverary Road
London Ontario N6G3L6

Between: Yizhi Xiao Landlord

And

Glen Slaughter Tenant

And

Dylan Liddiard Unauthorized Occupant

Yizhi Xiao (the 'Landlord') applied for an order to terminate the tenancy of Glen Slaughter (the 'Tenant') and evict Dylan Liddiard (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 March 5, 2026.

The Landlord, and the current Occupant, Dylan Liddiard, attended the hearing.

Determinations:

Unauthorized occupation:

1. As explained below, the Landlord has proven on a balance of probabilities the ground for the termination of the tenancy, the eviction of the Occupant and the claim for daily compensation. Therefore, the Occupant is evicted and will be ordered to pay daily compensation to the Landlord from August 18, 2025, to March 5, 2025.
2. The Landlord testified that the Tenant, Glen Slaughter, entered into a residential tenancy agreement with her and was the only tenant named in the tenancy agreement.
3. The Landlord further testified that, on August 10, 2025, she received two emails from the Tenant's sister and aunt informing her that the Tenant had passed away. The Landlord attended at the rental unit on August 18, 2025, and discovered that the lock had been changed. She also discovered that Dylan Liddiard (DL), was residing in the rental unit. The Landlord subsequently served a notice on DL on August 21, 2025, requiring him to vacate

the rental unit. The Landlord testified that DL refused to move out and remained in the rental unit as of the hearing date.

4. DL did not dispute that the Tenant had passed away. He testified that he was the Tenant's friend and had moved into the rental unit as a roommate before the Tenant passed away. He stated that he paid rent directly to the Tenant each month. DL further testified that the Tenant's girlfriend also resided in the rental unit.
5. Section 91(1) of the *Residential Tenancies Act, 2006* (the 'Act') states:

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.

6. The Landlord's application was filed under section 100(1) of the Act, which provides that, if a tenant transfers 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.
7. In addition, section 104(4) of the Act provides, in part, that a person's occupation of a rental unit is deemed to be an assignment of the rental unit with the consent of the landlord as of the date the unauthorized occupancy began if no tenancy agreement is entered into within the prescribed period and the landlord does not apply to the Board under section 100 within 60 days after discovering the unauthorized occupancy:
8. Based on the evidence before me, I find that DL is an unauthorized occupant within the meaning of section 100 of the Act. I am also satisfied that the Landlord filed the application within 60 days after becoming aware of the unauthorized occupancy following the death of the last lawful tenant, Glen Slaughter.
9. The Landlord was advised by the Tenant's family members on August 10, 2025, that the Tenant had passed away. The Landlord discovered on August 18, 2025, that DL was residing in the rental unit as an occupant. The application was filed on September 3, 2025, which was within the 60-day statutory period.
10. With respect to DL's evidence that the Tenant's girlfriend also resided in the rental unit, I do not find that evidence sufficient to establish that a spouse of the Tenant was living in the rental unit. The Landlord denied any knowledge that the Tenant had a girlfriend living there. DL provided only vague and insufficient evidence on this point. There was no evidence about the alleged girlfriend's identity, her relationship to the Tenant, or how long she had lived in the rental unit before the Tenant passed away. In the absence of such evidence, I am not satisfied, on a balance of probabilities, that the Tenant had a spouse residing in the rental unit.
11. I also find that there is no tenancy agreement in existence between the Landlord and DL. Accordingly, the Landlord is entitled to vacant possession of the rental unit.

Daily Compensation

12. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant.
13. The Unauthorized Occupant owes the Landlord \$8,958.00 in daily compensation for use and occupation of the rental unit for the period from August 18, 2025, to the March 5, 2026.
14. Based on the Monthly rent, the daily compensation is \$44.79. This amount is calculated as follows: $\$1362.28 \times 12$ months, divided by 365 days.
15. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Section 83 Considerations

16. 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 April 15, 2026, pursuant to subsection 83(1)(b) of the Act.
17. DL requested additional time to vacate the rental unit. He stated that he receives ODSP and has a disability. He testified that he has mobility issues that make it difficult for him to move his furniture and belongings.
18. The Landlord sought immediate termination of the tenancy. She testified that she has not received any rent payments since the Tenant passed away in 2025. She also testified that she does not know DL or any other occupants residing in the rental unit. The Landlord further stated that she has received complaints from neighbours about the occupants in the rental unit.
19. In light of the unauthorized occupancy, the lack of any rent payments since August 2025, and DL's health condition, I find that it is appropriate to postpone eviction until April 15, 2026. This will provide DL with a short additional period to secure alternative accommodation.

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 April 15, 2026.
3. If the unit is not vacated by April 15, 2026, then starting April 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 April 16, 2026.

5. The Unauthorized Occupant shall pay to the Landlord \$8,958.00 which represents daily compensation for the use of the rental unit from August 18, 2025, to the March 5, 2026.
6. The Unauthorized Occupant shall also pay to the Landlord \$44.79 per day for compensation for the use of the unit from March 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 shall pay the Landlord the full amount owing by March 23, 2026.
9. If the Unauthorized Occupant does not pay the Landlord the full amount owing by March 23, 2026, they will owe interest. This will be simple interest calculated from March 24, 2026, at 4.00% on the outstanding balance.

March 12, 2026
Date Issued

Joy Xiao
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 October 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.