



Order under Section 100 Residential Tenancies Act, 2006

Citation: 177 Jameson Avenue Limited C/O Minto Management Limited v Humphrey, 2026
ONLTB 22278

Date: 2026-03-19

File Number: LTB-L-034527-25

In the matter of: 503, 177 JAMESON AVE
TORONTO ON M6K2Y7

Between: 177 Jameson Avenue Limited C/O Minto Management Limited Landlord

And

Jason Humphrey Tenant

And

Massiel De Diego Unauthorized Occupant

177 Jameson Avenue Limited C/O Minto Management Limited (the 'Landlord') applied for an order to terminate the tenancy of Jason Humphrey (the 'Tenant') and evict Massiel De Diego (the 'Unauthorized Occupant') because the Tenant transferred occupancy of the rental unit to the Unauthorized Occupant without the Landlord's consent.

This application was heard by videoconference on December 1, 2025.

The Landlord's legal representative, M. Zarnett, the Landlord's agent, K. Pons, the Unauthorized Occupant, and the Unauthorized Occupant's legal representative, E. Cavacuiti, attended the hearing.

Determinations:

1. The Tenant did not transfer 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').
2. There is no dispute that the only named Tenant on the lease agreement is Jason Humphrey. There is also no dispute that the Unauthorized Occupant is listed as an occupant of the rental unit.
3. The Landlord's agent, Karla Pons, testified that she first became aware the Tenant vacated the rental unit on March 28, 2025, when she received an e-mail from Tenant Duty Counsel (TDC), Samuel Mason, advising that they represent the Unauthorized Occupant,

the Unauthorized Occupant is the Tenant's ex-spouse and that the Tenant had not been living in the unit for approximately 10 years.

4. The Unauthorized Occupant testified that she has occupied the unit since 2016 and lived with the Tenant as a common law partner. The lease agreement was solely in the Tenant's name for convenience, but the Unauthorized Occupant asserts that she lived in a common law relationship with the Tenant. The Unauthorized Occupant submitted an insurance claim dated September 12, 2016, identifying her as the spouse of the Tenant to substantiate her claim. The Unauthorized Occupant testified that she is unaware why TDC would say the Tenant vacated 10 years ago and testified that the Tenant vacated sometime in the spring of 2021 after he found new employment.
5. The Unauthorized Occupant's representative submits that the Unauthorized Occupant meets the definition of "spouse" under section 2 of the *Residential Tenancies Act, 2006*, the ("Act"), and pursuant to section 3(2) of O.Reg 516/06.
6. The Landlord is opposed and argues that the Unauthorized Occupant has failed to prove she is a spouse as anyone can be listed as a beneficiary in another person's benefits.
7. Section 3(2) of O. Reg 516/06 provides that a spouse residing in a rental unit after the tenant has vacated may also be considered a "tenant" under the Act:

(2) If a tenant vacates a rental unit without giving a notice of termination under the Act and without entering into an agreement to terminate the tenancy, and the rental unit is the principal residence of the spouse of that tenant, the spouse is included in the definition of "tenant" in subsection 2 (1) of the Act.

8. No evidence led to establish that section 3(2) of O. Reg 516/06 would not apply based on the exceptions listed in section 3(3) of O. Reg 516/06.
9. Section 2 of the Act defines "spouse" to mean a person:
 - (a) to whom the person is married, or
 - (b) with whom the person is living in a conjugal relationship outside marriage, if the two persons,
 - (i) have cohabited for at least one year,
 - (ii) are together the parents of a child, or
 - (iii) have together entered into a cohabitation agreement under section 53 of the *Family Law Act*; ("conjoint")
10. Based on the evidence and submission made before me, on a balance of probabilities, I find that on the date the Tenant vacated the rental unit, the Unauthorized Occupant was the Tenant's spouse and that the rental unit was her principle residence. The Landlord acknowledged that the Unauthorized Occupant has been residing in the unit since at least 2024, as the Landlord has filed a separate LTB application with respect to the

Unauthorized Occupant's behavior and has accepted rent from the Unauthorized Occupant.

11. Although the mere payment of rent does not, in itself, establish that a person is a Tenant, I am satisfied that the Unauthorized Occupant is the Tenant's spouse as identified in the Tenant's dental insurance claim. The Landlord provided no documentary evidence to challenge the Unauthorized Occupant's evidence, such as proof of fraud in the insurance claim.
12. Although the lease agreement and an undated resident information form list the Unauthorized Occupant as an occupant, I accept the Unauthorized Occupant's testimony that she lived in a common law relationship with the Tenant and that she was listed as an occupant solely for convenience. The Unauthorized Occupant provided direct and concise testimony, which I accept.
13. As the Landlord has failed to prove that that the Tenant transferred the occupancy of the rental unit to the Unauthorized Occupant in a manner that was not authorized by the Act, and I am satisfied that the Unauthorized Occupant meets the definition of "spouse" pursuant to section 2 of the Act and pursuant to section 3(2) of O. Reg 516/06, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 12, 2026
Date Issued

Mayra Sawicki
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.