



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: SKPM RENTS 4 v Gauthier, 2026 ONLTB 27900

Date: 2026-04-07

File Number: LTB-L-087502-23-RV

In the matter of: 1406, 340 COLBORNE ST
LONDON ON N6B3N1

Between: SKPM RENTS 4 Landlord

And

Austen Gauthier Tenants
Jacob Allen

Review Order

SKPM RENTS 4 (the 'Landlord') applied for an order to terminate the tenancy and evict Austen Gauthier and Jacob Allen (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-087502-23 issued on July 29, 2024.

On October 6, 2024, the Tenants requested a review of the order and that the order be stayed until the request to review the order is resolved.

On October 8, 2024, interim order LTB-L-087502-23-RV-IN was issued, staying the order issued on July 29, 2024.

This application was heard by videoconference on August 1, 2025, and January 6, 2026.

The Landlord's agent, M. Sahasrabudhe, the Landlord's legal representative, H. Levenson, the Tenants, and the Tenants' legal representative, D. Campbell, attended the hearings. The Landlord's witness, T. Adeleke, also attend the hearings.

Determinations:

1. A merits hearing for the Landlord's L1 application was held on April 23, 2024, and only the Landlord attended. After the hearing, a standard termination order was issued on July 29, 2024.

2. The Tenants filed their request for a review alleging that they no longer lived in the rental unit in April 2024 when the hearing was held, they did not receive the notice of hearing, and they were therefore not reasonably able to participate in the hearing held on April 23, 2024. They also allege that they are not responsible for any rent arrears after September 2023 because they had moved out of the rental unit, and the Landlord was aware that they had moved out.

Review Request:

3. The Tenants submit that they were not reasonably able to participate in the hearing held on April 23, 2024, because they were not living in the unit and they did not receive the notice of hearing.
4. The Tenants' evidence is that they informed the Landlord's employee, T. Adeleke (TA) on August 13, 2023, that they were both moving out, and they informed him that their occupant, R. Shelvell (RS) was remaining in the unit. They said that they stopped their auto pay for the rent. They met TA again when they were moving out in September, telling him they were moving to Woodstock, and TA wished them the best. They also submitted into evidence their lease for a new unit in Woodstock, commencing September 1, 2023.
5. On the basis of the submissions made in the request, I am satisfied that Tenants were not reasonably able to participate in the proceeding on April 23, 2024, for the following reasons.
6. The Tenants' testimony that they moved out of the rental unit, and they no longer lived in it after September 2023, is supported by their new lease for a unit in a different city, commencing September 1, 2023. In addition, the Board's records show that the notice of hearing was mailed to the rental unit address, and the notices of hearing for both Tenants were returned to the Board undelivered. Consequently, I find it credible, on a balance of probabilities, that the Tenants did not know about the hearing held on April 23, 2024, and they did not have an opportunity to participate.
7. I granted the review request, and I proceeded to hear the evidence on the merits of the Landlord's application.

De Novo Hearing of Landlord's Application:

8. The undisputed evidence is that the Tenants made no rent payments after August 2023. As stated above, they said that they informed TA that they were moving out in August 2023, and TA saw them moving out on September 1, 2023.
9. The Landlord's ledger shows that there were no rent payments at all from September 1, 2023, until a lump payment of \$5,159.00 was made on February 1, 2024. However, there is a credit of unknown origin put into the ledger on September 1, 2023. There is also the documentary evidence of the Landlord showing that only a balance of \$141.68 was owed by the end of September 2023. I find, on a balance of probabilities, that the Tenants owed a balance of \$141.68 to the end of September 2023.

10. The Tenants allege that they told TA, and that the Landlord was aware, that they had moved out of the rental unit as of September 1, 2024, and that they transferred their lease to their occupant RS as of that date.
11. The Landlord's position is that the Tenants never provided written notice to terminate their tenancy, and they also did not provide a valid transfer of tenancy document. They submit that the Tenants' tenancy therefore continued, and they are responsible for all the rent arrears until RS was evicted in 2024.
12. It is undisputed that RS was evicted at some time around October 2024, and the arrears were \$2,971.94 (with the last month's rent deposit deducted) to the date of the hearing in April 2024.
13. The Tenants submitted into evidence a series of email exchanges between the Tenant A. Gauthier (AG) and MS, commencing September 28, 2023. The emails reveal that the Landlord was concerned that there was a balance on the account of \$141.68 on September 29, 2023, and the Landlord had not received any "lease holder removal document". MS's email of September 28, 2023, is addressed to both Austen and Jacob, and she writes "Kindly confirm if the unit is vacant or one of the lease holders have vacated the unit."
14. I find, on the basis of the testimony and the email exchanges, that the Landlord was aware on September 28, 2023, that AG had vacated the rental unit and he intended to transfer his tenancy to someone. Another document entitled "Removal/Release of Joint Leaseholder" was sent to AG, and it was signed by AG and RS. AG was informed by the Landlord that the document was invalid because RS was not a leaseholder. Therefore, it is undisputed that the Tenants never provided the Landlord with a valid transfer of their lease. It is undisputed that the Tenants never served the Landlord with an N9 notice to terminate the tenancy, nor did the parties sign an N11 agreement to terminate the tenancy.
15. On the basis of the documentary evidence alone, it is clear from the exchanges between AG and MS in September 2023, that the Landlord knew AG had vacated the rental unit. However, in the documents there is no mention at all of the other leaseholder, J. Allen (JA). AG repeatedly says that "I" moved out or "I" no longer live there. It is entirely possible that the Landlord might have understood that AG was intending to sever the tenancy and transfer it to JA alone. But I find that MS' testimony proves (see below), on a balance of probabilities, that the Landlord knew that was not AG's intention. Her testimony, combined with the documentary evidence, proves that the Landlord knew both AG and JA had vacated the rental unit as of September 1, 2023.
16. I find, on a balance of probabilities, that the Landlord knew and understood that both AG and JA had vacated the rental unit in September 2023, for the following reasons. MS is the senior property administrator, and she provided testimony at the hearing. Referring to the email exchange between her and AG at the end of September 2023, she testified that AG told her that he and JA had left the unit. She addressed her emails to both AG and JA. She testified that AG made it clear to her that RS alone remained in the rental unit. MS testified that it was through this email exchange in September 2023, that the Landlord discovered that RS, an "unauthorized person", was living alone in the unit.

17. Based on the above, I find that the Landlord knew at least as of September 28, 2023, that the Tenants had vacated the unit, and I also find the Landlord knew on that date that an unauthorized person was living in the rental unit. The Landlord could have filed an A2 application for an unauthorized transfer of the tenancy at that point, but they did not. Pursuant to subsection 104(4)(b) of the *Residential Tenancies Act, 2006* (the 'Act'), RS' occupation of the 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 the Landlord fails to file an A2 application within 60 days of discovering the unauthorized occupancy). It is undisputed that the Landlord did not file an A2 with respect to this tenancy.
18. As a result of my finding in paragraph #17 above, RS' occupancy of the unit became a deemed assignment of the rental unit with the consent of the Landlord as of September 28, 2023.
19. Since the Tenants vacated the rental unit without a valid written notice of termination, the tenancy continued after the Tenants vacated. The Landlord is entitled to rent from the Tenants until September 28, 2023, the date the deemed tenancy began with RS.
20. The Tenants owed the Landlord \$141.68 on September 28, 2023. The Tenants had a last month's rent deposit of \$1,566.05. It is not clear until when the interest on the deposit has been paid, but the documentary evidence is that the Landlord topped up the last month's rent deposit each year, and that is how they arrived at the deposit figure of \$1,566.05. Consequently, I find that the Tenants are not owed any supplemental interest on their last month's rent deposit. I find that the Landlord owes the Tenants the balance of \$1,424.37 (\$1,566.05 - \$141.68) to September 28, 2023.

It is ordered that:

1. The request to review order LTB-L-087502-23 issued on July 29, 2024, is granted.
2. The order LTB-L-087502-23 issued on July 29, 2024, and interim order LTB-L-087502-23-RV-IN issued on October 8, 2024, are both cancelled. They are replaced by the following order.
3. The tenancy between the Landlord and the Tenants terminated on September 28, 2023, the date the unauthorized occupancy began.
4. The Landlord owes the Tenants the balance of \$1,424.37 reimbursement of their last month's rent deposit.
5. If the Landlord does not pay the Tenants the full amount of \$1,424.37 owing on or before April 18, 2026, the Landlord will start to owe interest. This will be simple interest calculated from April 19, 2026, at 4.00% annually on the balance outstanding.

April 7, 2026
Date Issued

Nancy Morris
Member, Landlord and Tenant Board

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