



Order under Section 31 Residential Tenancies Act, 2006

Citation: Gullison v Elite Property Management Inc., 2026 ONLTB 34150

Date: 2026-05-01

File Number: LTB-T-025139-26

In the matter of: 1806, 10 Capreol Court
Toronto ON M5V4B3

Between: Jasmine Gullison

Occupant

And

Imelda Harjono

Landlord

Jasmine Gullison (the 'Tenant') applied for an order determining that Elite Property Management Inc. and Imelda Harjono (the 'Landlord'):

- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- 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 April 23, 2026.

The Occupant Jasmine Gullison attended the hearing and was self-represented.

The Landlord, the Landlord's legal representative Cynthia Cheung, the Legal representative of Elite Property Management Mohiminol Khandaker and the property manager employed by Elite Property Management Nadia Aguilera attended the hearing.

Determinations:

Preliminary Issue

1. A preliminary issue was raised to remove Elite Property Management Inc. as a Landlord party to the proceedings, they are the property management company hired by the condominium corporation and are not hired nor acting on the behalf of the Landlord Imelda Harjono. This was not objected to by Jasmine Gullison; the application was amended accordingly.

T2 Application

2. Jasmine Gullison filed a T2 application with the LTB on March 26, 2026, alleging the Landlord altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys and has substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
3. As explained below, the Tenant does not have standing to file an application before the LTB pursuant to *Residential Tenancies Act, 2006* (the 'Act'). Therefore, the application is dismissed.
4. At the hearing the Landlord's legal representative submitted that the Landlord has only entered into a lease agreement with Nixon Lau, he was not in attendance at the hearing. The most recent lease agreement as evidenced in DOC-7776839 for the period of June 1, 2014 to May 31, 2015 identifies the names of Imelda Harjono as the Landlord and Nixon Lau as the Tenant. It was submitted that this is an active month to month tenancy.
5. Further, that Jasmine Gullison, the party in attendance, was known to have resided with the roommate of Nixon Lau, Mr. Tremico Smith. The Landlord only becoming aware on or about March 26, 2026 that the "tenant" Nixon Lau entered into an unlawful subtenancy agreement with Tremico Smith.
6. The Landlord has since provided Nixon Lau a written notice that they do not recognize Tremico Smith as a subtenant, that he is merely a roommate given the lack of the Landlord's agreement to any such arrangement pursuant to s. 97 (1) of the Act where it is outlined that: "A tenant may sublet a rental unit to another person with the consent of the landlord."
7. In email correspondence of March 18, 2026 between building property management, the Landlord and the lawful tenant Nixon Lau, he explains and advises as follows:

8. Jasmine Gullison submitted that she thought Nixon Lau was the property landlord and that when she paid rent to Tremico Smith he was collecting the rent on their behalf's. She presumed she was a tenant based on the circumstances however, confirming that she did not enter into a lease agreement with the Landlord - Imelda Harjono.
9. Based on the evidence, there is no dispute that Jasmine Gullison did not enter into a tenancy agreement with the Landlord. At best, Jasmine Gullison was an occupant of the rental unit and has no standing to proceed with the filing of any application before the Board.
10. A determination that Jasmine Gullison is an occupant/roommate, and not a Tenant covered by the *Residential Tenancies Act, 2006 (Act)* is consistent with the Landlord and Tenant Board Interpretation Guideline 21 which states:

"Occupants and Roommates"

There is no definition of "occupant" in the RTA.

For the purposes of proceedings at the Board, an "occupant" may be considered to be a person who is not a tenant but who lives in a rental unit as their principal place of residence. An occupant may be authorized or unauthorized depending on the facts of each case.

Similarly, there is no definition of "roommate" in the RTA.

A "roommate" is a person who, like an occupant, shares a room with a tenant or shares a rental unit or part of it with a tenant.

In the ordinary circumstance, a person may reside as an occupant or a roommate in a rental unit with or without the consent of the landlord provided that the tenant also resides in the rental unit.

In some cases, a written tenancy agreement may provide who is an occupant of the rental unit. However, even where the written tenancy agreement does not specify who is an occupant, or, where there is no written tenancy agreement, a person may be an occupant of a rental unit provided that person has the consent of the tenant to live in the rental unit and the person's occupancy of the rental unit does not result in overcrowding within the meaning of section 67 of the RTA.²

An occupant or roommate lives in the rental unit at the invitation and at the indulgence of the tenant and under the terms of the tenancy. An occupant or roommate cannot file an application relating to the tenancy against either the landlord or the tenant in proceedings at the Board.

Since an occupant or a roommate is not a tenant, that person has no contractual relationship with the landlord, irrespective of whether the occupant or roommate pays a fee to the tenant or subtenant to reside in the rental unit. Where the occupant pays a portion of the rent for the unit directly to the landlord, and defaults in payment of his or her share of the rent, the tenant remains liable to the landlord for payment of the entirety of the rent irrespective of any agreement between the tenant and the occupant with respect to payment of rent.

Where an occupant pays part of the rent directly to the tenant, the occupant does not become a tenant. Where the occupant pays part of the rent directly to the landlord, the payment of rent does not automatically result in the occupant becoming a tenant. A determination as to whether that occupant is a tenant will depend upon the facts in each case.

As noted, a finding that a person is an occupant means that the occupant has no protection or rights in proceedings at the Board under the RTA. Any rights that the person may have outside the RTA must be sought in a court.”

11. As Jasmine Gullison does not have legal standing to file an application before the LTB pursuant to *Residential Tenancies Act, 2006* (the 'Act'). Therefore, the application is dismissed.
12. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The application is dismissed.

May 1, 2026
Date Issued

Alicia Johnson
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.