



## **Order under Section 69 Residential Tenancies Act, 2006**

**Citation:** 2139869 Ontario Inc. v Coffey, 2026 ONLTB 34644

**Date:** 2026-05-04

**File Number:** LTB-L-052812-25

**In the matter of:** 4325B Simcoe Road 88  
Bond Head ON L0G1B0

**Between:** 2139869 Ontario Inc. Applicant

**And**

Michelle Coffey Respondent

2139869 Ontario Inc. (the 'Applicant') applied for an order to terminate the tenancy and evict Michelle Coffey (the 'Respondent') because the Respondent did not pay the rent that the Respondent owes.

This application was heard by videoconference on April 27, 2026.

The Applicant's representative Sabi Ahsan and the Respondent attended the hearing.

### **Reasons:**

#### Procedural issue

1. The Respondent attended the videoconference hearing, but had a technical issue. She was able to hear the hearing, but her microphone was not working so nobody could hear her. She tried to resolve the issue, including by calling the Landlord and Tenant Board's (LTB) tech support line, but was not successful.
2. The Respondent was able to communicate using the videoconference software's text chat. Text chat is not normally used in LTB proceedings, and does not form part of the record. In the circumstances, I allowed the Respondent to use the text chat for limited purposes. I read the relevant text into the record.
3. The text chat is quite limited, and the Respondent was not able to fully participate in the hearing. If this matter had been contested, an adjournment might have been necessary so that the Respondent could fully participate. However, an adjournment would have significantly prejudiced the Applicant because arrears were accruing in the tenancy.

4. It turned out that, for the reasons below, the application had to be dismissed. Consequently, it was not necessary for the Respondent to participate further, and I did not need to decide whether I should adjourn the matter.

The Respondent is not a tenant of the rental unit

5. The parties agree that the Respondent originally rented the rental unit from the Applicant, and was a tenant under the *Residential Tenancies Act, 2006* (RTA).
6. In May, 2024, the Respondent moved out of the rental unit, and her son moved in.
7. The Applicant knew, in May 2024, that the Respondent had moved out and her son had moved in. The Applicant says that it initially agreed that the Respondent's son would assume the tenancy and pay the rent. However, it changed its mind when the Respondent's son did not pay.
8. A transfer of occupancy with a landlord's consent is an assignment of the tenancy under section 95 of the RTA. Pursuant to section 95(8), because of the assignment, the Respondent ceased to be a tenant and ceased to be liable for the rent. Her rights and obligations transferred to her son.
9. In the alternative, if the Applicant had not consented to the transfer of occupancy, then it could have applied under section 100 of the RTA to terminate the tenancy and evict the Respondent and her son because of an unauthorized transfer of occupancy. Because it did not do so within 60 days after discovering the unauthorized occupancy, the tenancy is deemed to have been assigned to the Respondent's son pursuant to section 104(4) of the RTA.
10. In either case, the Respondent stopped being a tenant effective May, 2024.
11. In July, 2024, the Applicant filed application LTB-L-057203-24 against the Respondent for rent arrears. The application was heard on October 29, 2024. On November 26, 2024, the Respondent was ordered to pay the arrears. The Member determined that "as of the hearing date, the [Respondent] was still in possession of the rental unit." The Member did not give reasons for that determination, and it does not appear that the parties told the Member that the Respondent had moved out and her son had moved in.
12. Arguably, the principle of issue estoppel would apply in these circumstances, and the parties could be bound by the Member's determination that the Respondent was still in possession as of October 29, 2024. If so, then in my view this is an appropriate case to exercise my residual discretion to decline to apply issue estoppel. The issue does not appear to have been raised in the prior proceeding by either party, and was not considered by the Member. In this proceeding, where the issue is being raised and considered for the first time, the parties should not be bound by the determination made in the prior proceeding.
13. I therefore find, in this proceeding, that the Respondent has not been a tenant since May, 2024.

14. The present proceeding concerns arrears that arose from November, 2024 onwards. The Respondent was not a tenant and is not liable for those arrears. The application against her must therefore be dismissed. The Applicant is free to bring a new application against the Respondent's son.

**It is ordered that:**

1. The application is dismissed.

**May 4, 2026**  
**Date Issued**

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Dale Whitmore  
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.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 15, 2026**

|                                                          |                    |
|----------------------------------------------------------|--------------------|
| Rent Owing To May 31, 2026                               | \$36,100.00        |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$36,100.00</b> |

**B. Amount the Tenant must pay if the tenancy is terminated**

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$33,986.69          |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$1,900.00         |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$32,086.69</b>   |
| Plus daily compensation owing for each day of occupation starting April 28, 2026                                    | \$62.47<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |