



Order under Section 100 Residential Tenancies Act, 2006

Citation: Stinson Limited Partnership c/o Eiwo Canadian Management Ltd v Dufour, 2026
ONLTB 34546

Date: 2026-05-05

File Number: LTB-L-081074-25

In the matter of: 6, 155 Stinson St
Hamilton Ontario L8N1S7

Between: Stinson Limited Partnership Landlord
c/o Eiwo Canadian Management Ltd

And

Estate of Bonnie Dufour Tenant

And

Ron Dufour Unauthorized Occupant

Stinson Limited Partnership C/O Eiwo Canadian Management Ltd (the 'Landlord') and Alicia Poos applied for an order to terminate the tenancy of Estate of Bonnie Dufour and David A. Walesby (the 'Tenant') and evict Ron Dufour (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 26, 2026.

The Landlord's agent, Jackie Stroder, the Landlord's representative, Gail Lang, the Unauthorized Occupant, and the Unauthorized Occupant's Representative (family member), David Walesby, attended the hearing.

It should be noted that while the Unauthorized Occupant initially signed into the hearing, he disconnected prior to the commencement of the hearing. As such, the preliminary issues were dealt with in his absence. The matter was then stood down to allow the Unauthorized Occupant's representative to contact the Unauthorized Occupant to have him sign back into the hearing. The Unauthorized Occupant signed back into the hearing at 1:39 p.m., just after the commencement of the Landlord's evidence.

Determinations:

Preliminary Issues

Adjournment Request

1. At the outset, the Unauthorized Occupant's representative requested an adjournment because the Unauthorized Occupant required more time to prepare for the hearing, including summoning witnesses. He stated that both he and the Unauthorized Occupant were not technologically proficient. Given that there were no rent arrears, he argued there was no prejudice to the Landlord if the hearing were adjourned.
2. The Landlord's representative opposed the adjournment request, stating that it has been a number of months since the application was filed on September 23, 2025. Furthermore, the Notice of Hearing was emailed to the Unauthorized Occupant on December 18, 2025 and therefore he has had over three months to prepare for the hearing.
3. The Tenant's representative responded that the Tenant's mental health issues interfered with the Tenant's ability to respond properly and obtain the help that he needed. He stated that he needed time to subpoena Alicia Poos.
4. Based on the submissions, I exercised my discretion to deny the adjournment request. All parties were present and although the Unauthorized Occupant had disconnected prior to the adjournment request, his representative and his witness were present. I was satisfied that the Unauthorized Occupant has had sufficient time to obtain legal representation prior to enlisting the assistance of David Walesby and has also had sufficient time to prepare for the hearing, including issues subpoenas for witnesses.
5. The Board's file indicates that the Unauthorized Occupant accessed the Board's file on September 28, 2025 to change his email address. This leads me to believe that he was proficient enough with technology to access the Board's file and utilize the Board's processes. Lastly, there is no request for accommodation filed by the Unauthorized Occupant indicating that he required any accommodations due to physical or emotional issues.

Application is amended

6. The Landlord's representative submitted that at the time the application was filed, Alicia Poos was the Landlord's agent and that she is improperly named as an applicant on the application. I was satisfied that Alicia Poos was not the Landlord within the meaning of the Act and that the application should be amended to delete Alicia Poos as the Landlord. The application was amended accordingly.
7. The Landlord's representative also requested that the application be amended to request that the Unauthorized Occupant pay compensation for each day they remained in the rental unit. While the amount of monthly rent had been completed in the original application, the box indicating that daily compensation was being sought had not been checked off. She confirmed that the amended application had been served in on the Unauthorized Occupant by email and by a hard copy delivered by the Landlord's superintendent. As I was satisfied

that the Landlord had served the amended application on the Tenant, I exercised my discretion to grant the amendment to the application to claim daily compensation.

The Application

8. For the following reasons, I find that the Landlord has proven, on a balance of probabilities, that the Tenant transferred occupancy of the rental unit to the Unauthorized Occupant in a manner that was not authorized by the *Residential Tenancies Act, 2006* (the 'Act') and that the Landlord did not enter into a tenancy agreement with this person.
9. The Unauthorized Occupant was in possession of the rental unit on the date the application was filed.
10. The Landlord's A2 application was filed on September 23, 2025 within sixty days of discovering the unauthorized occupancy as required by subsection 100(2) of the *Residential Tenancies Act, 2006* (the 'Act').

Landlord's evidence

11. The Landlord's witness, Jackie Stroder ('JS') testified that she is the Landlord's senior property manager. She said that although Alicia Poos ('AP') was the Landlord's property manager for Hamilton and therefore this property, AP resigned a month ago. As such JS was attending the hearing in her stead.
12. The Landlord produced a copy of the tenancy agreement [Doc 7553650, pages 16-17] which confirms that Bonnie DuFour was the Tenant and that the tenancy commenced on October 1, 2007. She lived in the unit with her husband. After the Tenant's husband passed away, the Unauthorized Occupant, who is the Tenant's adult son, moved into the unit to care for the Tenant. The Landlord has never received a request to add the Unauthorized Occupant to the tenancy agreement nor has the Landlord added him to the tenancy agreement.
13. Some time after July 18, 2025, AP discovered that the Tenant had passed away. JS did not know how AP found out that the Tenant had passed away, but she produced a copy of a Certificate of Cremation [Doc 7553650, page 18] confirming that the Tenant passed away on July 18, 2025. At my request, the Landlord's representative uploaded an email to her from AP dated September 5, 2025 [Doc 7649573, pages 4-5] which reads as follows:

I have a unit that we became aware that our tenant had died (apparently died in July, we became aware August 18th). The son has been staying in the unit. We had asked that he sign an n9, provide a death certificate and proof of who the estate holder was. At first he agreed, however now he is refusing to sign anything or leave the unit.

14. JS confirmed that rent for the unit continues to be paid. She stated that the Landlord has no issues with the Unauthorized Occupant renting the unit as long as he completes a tenancy application to rent the unit at market rent and is approved. The Unauthorized Occupant has told the Landlord that he does not have to complete a tenancy application and that he should be allowed to remain in the unit at it's current rent.

Unauthorized Occupant's evidence

15. The Unauthorized Occupant testified that he moved into the unit with his mother nineteen years. He denies that the Tenant's husband ever lived in the unit. He is refusing to pay more rent because he thought he was grandfathered in and that he would just have to sign a new lease. He did not know he would have to pay increased rent. He admitted that he never signed the tenancy agreement nor did he sign the application to rent submitted by the Tenant.
16. On cross-examination, he stated that in January or February 2025, before the Tenant became ill, they provided a form to Everet Trust asking the Unauthorized Occupant to be added to the tenancy agreement but the form was never processed. When asked who Everet Trust was, he answered "*I thought that's who my mother paid rent to*".

Analysis

17. Pursuant to subsection 91(1) of the Act, the tenancy terminated on August 17, 2025, being thirty days after the death of the Tenant.
18. The tenancy agreement confirms that the only Tenant was Bonnie Dufour. While the Unauthorized Occupant may have lived in the unit for nineteen years, he admitted that he did not sign an application to rent to unit nor did he sign a tenancy agreement with the Landlord. As such, he was an occupant of the unit. When the tenancy ended on August 17, 2025 (i.e. thirty days after the Tenant's death), he became an Unauthorized Occupant.
19. As such, I find that the Tenant transferred 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'). The Landlord did not enter into a tenancy agreement with this person.

Daily Compensation

20. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant.
21. The Unauthorized Occupant owes the Landlord \$1,585.39 in daily compensation for use and occupation of the rental unit for the period April 1, 2026 to May 31, 2026.
22. Based on the rent, the daily compensation is \$25.99. This amount is calculated as follows: \$790.53 x 12 months, divided by 365 days.
23. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
24. The Landlord collected a rent deposit of \$579.00 from the Tenant on September 7, 2007 and this deposit is still being held by the Landlord.
25. Interest on the rent deposit, in the amount of \$194.04 is owing to the Tenant for the period from September 7, 2007 to April 30, 2026.

Relief from eviction

26. 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 May 31, 2026 pursuant to subsection 83(1)(b) of the Act. I say this because the Landlord's representative submitted that the Landlord was prepared to provide the Tenant until May 31, 2026 to vacate the unit. Given the date of the hearing, this provided the Tenant with a further sixty-six days to vacate the unit. She confirmed that compensation had been paid up to March 30, 2026 and there was a last months' rent deposit which would be applied for May. As such, the Unauthorized Occupant was expected to pay daily compensation for the month of April 2026.
27. The Tenant agreed to the Landlord's proposal that he vacate the unit by May 31, 2026, that he pay daily compensation for the month of April 2026 and that last months' rent deposit of \$579.00, plus accrued interest, would be applied for rent for the month of May 2026.

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 May 31, 2026.
3. If the unit is not vacated by May 31, 2026, then starting June 1, 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 June 1, 2026.
5. The Unauthorized Occupant shall pay to the Landlord \$25.99 per day for compensation for the use of the unit from April 1, 2026 to the date they move out of the unit.
6. The Unauthorized Occupant shall also pay the Landlord \$201.00 for the cost of filing the application.
7. The Landlord shall apply the amount of \$773.04 for the last month's rent deposit and accrued interest towards daily compensation for the last month of the tenancy, being May 2026.
8. Any amount owed by the Unauthorized Occupant shall be paid to the Landlord by May 31, 2026.
9. If the Unauthorized Occupant does not pay the Landlord the full amount owing by May 31, 2026 they will owe interest. This will be simple interest calculated from June 1 2026 at 4.00% on the outstanding balance.

May 5, 2026
Date Issued

Karen Gonçalves
 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 December 1, 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.