



Order under Section 100 Residential Tenancies Act, 2006

Citation: Gould v St Pierre, 2026 ONLTB 39920

Date: 2026-05-26

File Number: LTB-L-059984-24

In the matter of: 207 ½ Victoria Avenue
Point Edward, ON N7V1H7

Between: David Gould
Bonnie Emslie Landlords

And

Louie St Pierre Tenant

And

Susan Tremblay Unauthorized Occupant

David Gould and Bonnie Emslie (the 'Landlords') applied for an order to terminate the tenancy of Louie St Pierre (the 'Tenant') and evict Susan Tremblay (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 May 5, 2026.

Determinations:

1. For the reasons that follow, I find that Susan Tremblay is a Tenant.
2. The Landlord brings this A2 application pursuant to subsection 100(1) of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") which states:

100(1) If a tenant transfers the occupancy of a rental unit to a person in a manner other than by an assignment authorized under section 95 or a subletting authorized under section 97, the landlord may apply to the Board for an order terminating the tenancy and evicting the tenant and the person to whom occupancy of the rental unit was transferred.
3. Subsection 100(2) of the Act requires that an application of this nature must be filed within 60 days after the Landlord discovers the unauthorized occupancy. This application was filed on July 26, 2024 and the Landlord discovered the unauthorized occupant on June 20, 2024.

4. The Tenant, Louie St. Pierre died on June 4, 2024.
5. The legal test on this type of an application is as follows:
 - a) Did the Tenant transfer occupancy of the rental unit to another person without the Landlord's consent as contemplated in subsection 100(1) of the Act, and
 - b) Did the Landlord file this application within 60 days of discovering the unauthorized occupancy as required by subsection 100(2) of the Act, and
 - c) If the Tenant did transfer occupancy and the Landlord filed the application in time, should the Tenant be granted relief from eviction pursuant to section 83 of the Act.
6. Ms. Jarvis submitted that the Landlord believes that the relationship between the Tenant and Ms. Tremblay was not a conjugal relationship because he believes that Ms. Tremblay has a primary residence elsewhere. It was also submitted that the Landlord believes that the relationship between the Tenant and Ms. Tremblay was not a permanent and continuing relationship.
7. Ms. McCall submitted that Susan Tremblay is the spouse of the Tenant as defined under the Act. She submitted that spouse is defined in section 2(1) of the Act as "a person with whom the person is living in a conjugal relationship outside marriage if the two persons have cohabited for at least one year." Further she stated that section 3(a) of Regulation 516/06 states that "If a tenant of a rental unit dies 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 unless the spouse vacates the unit within 30 days as described in 91(1) of the Act."
8. Ms. McCall stated that based on these definitions within the Act, it is clear that Susan Tremblay is a Tenant and not an unauthorized occupant.

Evidence of the Landlord

9. The Landlord testified that the Tenant made it clear to him that he did not want Susan's mail to be delivered to the rental unit and he noted that the Tenant had other women who visited and stayed with him. The Landlord relied on a text message between Bonnie Emslie (Landlord's property manager) and the Tenant which was found in the Landlord's book of evidence. The Tenant suggested that the downstairs tenant should change her address to 207 "A" so that it would not get confused with the Tenant's address of 207 ½ Victoria Avenue. The Tenant stated that some of "Susan's mail has come to 207 B like a driver's licence and government papers." The Landlord's interpretation was that the Tenant did not want Susan's address to be permanently transferred to his own address at the rental unit.
10. The Landlord further stated that despite the fact that Susan Tremblay moved into the apartment, 207 ½ Victoria Avenue on October 1, 2022, the Tenant did not want his girlfriend to have a key to the apartment. The Landlord stated that he offered to provide a key to the Tenant for his girlfriend but the Tenant smiled and stated "let's just leave it the way it is." The Landlord stated that the Tenant and his girlfriend left a key outside the door on the landing and Susan used that to enter the apartment.

11. Finally, the Landlord stated that he sometimes saw other women going in and out of the Tenant's apartment and occasionally Susan left the apartment for a few days at a time. He believed that Ms. Tremblay has a permanent address elsewhere. The Landlord stated that based on those facts, he deemed that Susan was not a Tenant and that she was an unauthorized occupant. The Landlord also sought the payment of compensation by the unauthorized occupant for the use and occupation of the rental unit.
12. In cross-examination, the Landlord was asked if he witnessed Ms. Tremblay moving in on October 1, 2022. He confirmed that he did see furniture being moved in on that day.
13. The Landlord was also asked if he had been inside the rental unit after Ms. Tremblay moved in and he confirmed that he had and noted that one of the two bedrooms in the unit was used as a storage room.

Evidence of Susan Tremblay

14. Susan Tremblay testified that she has consistently resided with the Tenant since October 1, 2022 and that the Tenant was her spouse. She further confirmed that 207 ½ Victoria Avenue is her permanent address and has been since October 1, 2022. She stated that she was extremely distraught when her spouse died on June 4, 2024 and that she was horrified when the Landlord sent her an eviction notice on June 20, 2024.
15. Ms. Tremblay stated that the Landlord tried to convince her to move to the basement apartment after the Tenant died so that he could charge more rent for their apartment. She stated that she wanted to remain in her rental unit where she resided with her spouse and declined to move.
16. Ms. Tremblay stated that Mr. St. Pierre texted the property manager about the mailing address of the rental unit because Ms. Tremblay was having difficulty updating her driver's licence with the address of 207 ½ Victoria Avenue. She stated that she was ultimately able to use that address as her registered address on her driver's licence and other official documentation soon after she moved in.
17. Ms. Tremblay stated that she continues to reside in the rental unit today and this address remains her permanent address.

Analysis

18. Based on the definitions of spouse and Tenant set out in the Act and its Regulations and the evidence from the parties, I am satisfied that Susan Tremblay is a Tenant. As such, the Landlord's application shall be dismissed.
19. Ms. Jarvis requested that I order that Ms. Tremblay pay compensation for her use and occupation of the rental unit. Section 100(3) provides me with the authority to order "payment of compensation by the unauthorized occupant for the use and occupation of the rental unit, if the unauthorized occupant is in possession of the rental unit at the time the application is made." As stated previously, Susan Tremblay is a Tenant and I have no

authority to order any compensation from the Tenant to the Landlord in an application under section 100(3) of the Act.

It is ordered that:

1. The Landlord's application is dismissed.

May 26, 2026
Date Issued

Carrie Bertrand
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.