



**Order under Section 100 and Section 9(2)
Residential Tenancies Act, 2006**

File Number: LTB-L-102191-25
LTB-T-099430-25

In the matter of: 109, 501 KINGSTON RD
TORONTO ON M4L1V7

Between: Akelius Canada Ltd Landlord

And

Edward Bumburs Tenant

And

Douglas Knight Unauthorized Occupant
Unknown Occupant(s)

Akelius Canada Ltd (the 'Landlord') applied for an order to terminate the tenancy of Edward Bumburs (the 'Tenant') and evict Douglas Knight and Unknown Occupant(s) (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. (A2 application)

Douglas Knight (the 'Tenant') applied for an order to determine whether the Residential Tenancies Act, 2006 (the 'Act') applies. (A1 application)

This application was heard by videoconference on April 23, 2026.

Only the Landlord's representative, Eric Steinman, Landlord's agent, Jennifer Payne, and the Unauthorized Occupant attended the hearing.

As of 11:23 a.m., the Tenant nor a representative for the Tenant was present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary issue: Jurisdiction

1. The Tenant filed an Application about Whether the Act Applies (A1) which was then scheduled to be heard on July 21, 2026, and which was served upon the Landlord's Legal Representative. On consent of the parties, the Application about Whether the Act Applies (A1) was heard at the beginning of the Application to Evict an unauthorized occupant as the unauthorized occupant's argument about jurisdiction.

2. In the Application about Whether the Act Applies (A1), the Tenant cited the ground for his belief that the *Residential Tenancies Act, 2006* does not apply and the Board does not have jurisdiction as:
 - Akelius has been served with 16 outstanding work orders which equate to a complete repair/replacement.
 - Maintenance Bylaw enforcement officer David Tran served papers back September 6, 2025. Next to nothing has happened and totally unacceptable.
 - 10 other concerns are attached.
3. The Board's jurisdiction is set out in s. 3 of the Residential Tenancies Act, 2006:

Application of Act

- (1) This Act applies with respect to rental units in residential complexes, despite any other Act and despite any agreement or waiver to the contrary. 2006, c. 17, s. 3 (1).
4. Although there are exemptions from the Act set out in section 5, the Tenant failed to identify any that were relevant. Aside from the maintenance concerns, the Tenant's argument about jurisdiction centred on the fact that Landlord failed to meet their maintenance obligations under the Residential Tenancies Act, 2006 (the 'Act') or failed to comply with health, safety, housing or maintenance standards. Nothing in the Tenant's argument identified any legitimate objection to the Board's jurisdiction. As such, this A1 application must be dismissed.

Determinations:

1. Edward Bumburs was the Tenant and sole leaseholder of the rental unit and paid a monthly rent amount of \$1,280.13.
2. The Landlord's uncontested evidence was the Tenant passed away on October 13, 2025. Pursuant to subsection 91(1) of the Act, the tenancy terminated on November 12, 2025(30 days after the death of the Tenant).A copy of the Tenant's death certificate was submitted into evidence in support of this statement. The Unauthorized Occupant referred to in this application has been living in the rental unit for some time (beginning before the Tenant passed away), however, the Landlord was not aware of the circumstances surrounding their relationship. The Landlord submitted that they have no evidence or information to suggest that the Unauthorized Occupant is a spouse of the Tenant.
3. The Landlord's agent, Jayne Payne ('JP') testified that she only found out about the Tenant's death on October 29, 2025, during a phone call with the Tenant's son. During the call, JP requested that the son provide a copy of the Tenant's death certificate, which the son did.
4. JP testified that Landlord did not enter into a new tenancy agreement with the Unauthorized Occupant after the Tenant's death nor did the Landlord consent to the transfer of the tenancy during the Tenant's lifetime or thereafter.

5. The Unauthorized Occupant was in possession of the rental unit on the date the application was filed.
6. The Unauthorized Occupant, Douglas Knight ('DK'), testified he moved into the rental unit on December 2023 and he should be considered tenant because he was in a common law relationship with the Tenant before the Tenant passed away.
7. As such, I must determine whether the unauthorized occupant meets the definition of Tenant.
8. Section 3 of the Ontario Regulation 516(06) includes the following definition of "tenant":
 3. (1) 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 the 30-day period described in subsection 91 (1) of the Act. O. Reg. 516/06, s. 3 (1)
9. Section 2(1) of the Act defines "spouse" broadly to include:

"spouse" means a person,

 - (a) to whom the person is married, or
 - (b) with whom the person is living in a conjugal relationship outside marriage, if the two persons,
 - (i) have cohabited for at least one year,
 - (ii) are together the parents of a child, or
 - (iii) have together entered into a cohabitation agreement under section 53 of the Family Law Act; ("conjoint")
10. The parties do not dispute that the Tenant and DK do not share a child together.
11. In *M. v. H.*, 1999 CanLII 686 (SCC), the Supreme Court adopted a list of factors for determining whether a relationship is conjugal, as set out in *Molodowich v. Penttinen*, 1980 CanLII 1537 (ON SC):
 - (1) SHELTER:
 - (a) Did the parties live under the same roof?
 - (b) What were the sleeping arrangements?
 - (c) Did anyone else occupy or share the available accommodation?
 - (2) SEXUAL AND PERSONAL BEHAVIOUR:

- (a) Did the parties have sexual relations? If not, why not?
- (b) Did they maintain an attitude of fidelity to each other?
- (c) What were their feelings toward each other?
- (d) Did they communicate on a personal level?
- (e) Did they eat their meals together?
- (f) What, if anything, did they do to assist each other with problems or during illness?
- (g) Did they buy gifts for each other on special occasions?

(3) SERVICES:

What was the conduct and habit of the parties in relation to:

- (a) Preparation of meals,
- (b) Washing and mending clothes,
- (c) Shopping,
- (d) Household maintenance,
- (e) Any other domestic services?

(4) SOCIAL:

- (a) Did they participate together or separately in neighbourhood and community activities?
- (b) What was the relationship and conduct of each of them towards members of their respective families and how did such families behave towards the parties?

(5) SOCIETAL:

What was the attitude and conduct of the community towards each of them and as a couple?

(6) SUPPORT (ECONOMIC):

- (a) What were the financial arrangements between the parties regarding the provision of or contribution towards the necessities of life (food, clothing, shelter, recreation, etc.)?
- (b) What were the arrangements concerning the acquisition and ownership of property?

(c) Was there any special financial arrangement between them which both agreed would be determinant of their overall relationship?

(7) CHILDREN:

What was the attitude and conduct of the parties concerning children?

12. In this case, the Unauthorized Occupant bore the evidentiary onus of proving, on a balance of probabilities, that his relationship with the Tenant was conjugal before the Tenant passed away. DK gave no evidence regarding any of the above factors, other than that they had been living together since December 2023. DK indicated that he and the Tenant were in a conjugal relationship, while occupying separate rooms in the house. He said that Tenant's family was unaware of their relationship. He testified that he organized the Tenant's health care and provided care for him. He testified that he paid their utility bills but there were no joint accounts, and they never filed taxes together. He provided that the Tenant's son was provided power of attorney for the Tenant. DK also indicated that they never engaged in sexual activities but attend and participated in community activities together.
6. Based on the evidence before me, I find that the Unauthorized Occupant does not meet the definition of "spouse" as per s. 2 of the Act. There was also no evidence before the Board that could have established any of the 22 elements of a conjugal relationship, other than that they live together and DK might have acted as caregiver to the Tenant. This alone is not sufficient to establish a conjugal relationship.
7. The Tenant also provided that he should be considered a Tenant because he filed maintenance requests. The Tenant provided that he complained to by law in on behalf of the Tenant in regard to the maintenance issues, however, after the Tenant's death, he has not made any further maintenance requests to the Landlord. The Landlord denies receiving any maintenance requests from the occupant directly.
8. I am not satisfied that there is any implied tenancy agreement between the Landlord and the Occupant. While the Landlords knew that the Occupant was living in the rental unit, this did not confer on the Occupant the status of a tenant, nor in and of itself some sort of automatic transfer of rights due to the Tenant's death.
9. In the context of this case, the Occupant's occupancy is predicated on the Tenant having lived in the rental unit. There was no evidence before me that he participated in paying the full rents to the Landlord before the Tenant died. After the Tenant died, the Landlord did not cash the cheque provided by the occupant. There was also no evidence before me that they enforced their rights against Landlord, or the Landlord enforced their rights against the occupant. And while he may have corresponded with the city's by law officer's about tenant maintenance issues before the Tenant died, but this alone is not a conclusive basis for finding there was an implied agreement between the parties.

10. I am not satisfied, on a balance of probabilities, that there was a meeting of the minds between all parties to add DK as a tenant or that the Landlord entered into a tenancy agreement with DK.
11. As the Landlord did not agree to add DK to the lease, did not consent to assign the tenancy to DK or enter into a new tenancy agreement with DK, and the Tenant permitted DK to live in the unit up to his death, I find that the Tenant effectively transferred occupancy to DK on October 13, 2025, after the Tenant's death, without the Landlord's consent and in contravention of the Act.
12. The Landlord's agent testified that the Landlord has not received any payments from the Unauthorized Occupant since the death of the Tenant.
7. The Landlord seeks an order evicting the Unauthorized Occupant and compensation pursuant to section 100(3) of the Act, as well as reimbursement of the application filing fee.
8. Given that the Unauthorized Occupant continued to occupy the rental unit after the Tenant vacated, I find it appropriate to order the Unauthorized Occupant to pay the Landlord daily compensation for the use and occupation of the rental unit and reimburse the Landlord the costs for filing this application.
9. The Unauthorized Occupant owes the Landlord \$6,818.58 in daily compensation for use and occupation of the rental unit for the period from November 13, 2025 to the April 23, 2026.
10. Based on the Monthly rent, the daily compensation is \$42.09. This amount is calculated as follows: $\$1280.13 \times 12 \text{ months}$, divided by 365 days.
11. Since the Landlord became aware of the Unauthorized Occupant, the Tenant and/or the Unauthorized Occupant paid the Landlord \$0.00 in compensation for use of the rental unit.
12. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
13. I have considered all of the disclosed circumstances in accordance with section 83(2) of the Act and find that it would be unfair to grant relief from eviction, but it would not be unfair to postpone the eviction until June 30, 2026, pursuant to section 83(1)(b) of the Act.
14. The Unauthorized Occupant testified he has lived in the unit since December 2023. He testified that he lives in the unit along with another roommate named Beth McGregor and they live there with their two cats. He testified that his current monthly household income is \$2,000.00. However, he has made no payments to the Landlord, though DK believes that he is entitled to stay in the rental unit. I do find that DK will require additional time to find new living arrangements. The eviction is being postponed to provide DK with time to find new living arrangements. Considering all of the above, it would be fair to postpone the eviction to June 30, 2026, and it would be unfair to postpone the eviction further.

It is ordered that:

1. The A1 application is dismissed.
2. The tenancy between the Landlord and the Tenant is terminated.
3. The Unauthorized Occupant shall move out of the rental unit on or before June 30, 2026.
4. If the unit is not vacated by June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (the Sheriff), so that the eviction may be enforced.
5. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord after July 1, 2026.
6. The Unauthorized Occupant shall pay to the Landlord \$6,818.58 which represents daily compensation for the use of the rental unit from November 13, 2025 to the April 23, 2026.
7. The Unauthorized Occupant shall also pay the Landlord \$201.00 for the cost of filing the application.
8. The Unauthorized Occupant shall pay the Landlord the full amount owing by June 30, 2026.
9. If the Unauthorized Occupant does not pay the Landlord the full amount owing by June 30, 2026 they will owe interest. This will be simple interest calculated from July 6, 2026 at 4.00% on the outstanding balance.

May 29, 2026
Date Issued

Vinuri Sivalingam
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 31, 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.