



Order under Section 100 Residential Tenancies Act, 2006

Citation: 493720 Ontario Ltd v Young, 2026 ONLTB 47045

Date: 2026-06-16

File Number: LTB-L-069384-25

In the matter of: 146 Oxford Street West
London ON N6H1S1

Between: 493720 Ontario Ltd Landlord

And

Pete Young Tenant

Mark Brackett Unauthorized Occupant

493720 Ontario Ltd. (the 'Landlord') applied for an order to terminate the tenancy of Pete Young (the 'Tenant') and evict the Tenant and Mark Brackett (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 24, 2026.

The Landlord's agents, R. Jonkhans and C. Jonkhans, the Tenant, and the unauthorized occupant, M. Brackett, attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy, and the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The monthly rent is \$760.00 for the rental unit, a two bedroom house. The tenancy commenced in 2002.
4. The Landlord alleges that the Tenant has transferred the occupancy of the rental unit to the unauthorized occupant, M. Brackett (MB) without the Landlord's consent.
5. The relationship between the parties has been a long-term one, and it is also complicated. A number of issues were raised by the Tenant with respect to this application. Among the

issues to be addressed are the validity of the application pursuant to the time limitation period for filing it. That is, did the Landlord file this application within 60 days of first becoming aware of the transfer of the tenancy, in compliance with subsection 100(2) of the *Residential Tenancies Act, 2006* (the 'Act'). Also, if it is determined that the Landlord has proved their application, I must determine whether eviction should be denied pursuant to subsection 83(3) of the Act because the Landlord is either retaliating against the Tenant for asserting his legal rights, or because the Landlord is in serious breach because they have filed an application under section 100 of the Act, when in fact they are really seeking to sell the rental unit with vacant possession.

Background:

6. The Tenant was a founding Director of a medical marijuana company, which he took public. He said he retired five years ago.
7. The Landlord owns a row of four houses on the same street. It is undisputed that the Tenant has, on occasion, approached the Landlord's agent, R. Jonkhans (RJ), to secure a tenancy for one of his employees. It is undisputed that the Landlord named the Tenant as one of the parties in their application, LTB-L-080596-25, issued on December 10, 2025, and denied on review. That application involves a completely different rental unit, 152 Oxford Street, a neighbouring property to the rental unit. The Landlord's agent, C. Jonkhans (CJ) said that the Landlord knew that the Tenant never lived at that address, and that he was not a Tenant. She said that the Tenant was merely a guarantor for the actual Tenant of 152 Oxford Street, J. Dewan. She said that the rent for that address always came from the Tenant, so that is why he was named on the application.
8. The Tenant did not dispute CJ's evidence, nor did he allege that he was ever a valid Tenant at 152 Oxford Street. All the Tenant's evidence was provided in the context of his being the Tenant of this rental unit, 146 Oxford Street.
9. It is undisputed that the tenancy at 146 Oxford Street commenced in 2002. CJ said, and it is undisputed, that the Tenant organized an authorized sublet of his rental unit from 2015 to 2023. However, CJ said that the Tenant returned to his unit in 2023. CJ and RJ do not live in any of the four houses in a row. They live outside London. CJ said that she and RJ began to suspect the Tenant was not living in the rental unit in 2024, and she started driving by the house a couple of times a week to see if his vehicle was there. She said that she never saw him, and when she texted him, he repeatedly answered that he was travelling, or he was on the west coast. CJ said that when she knocked on the door it was always MB who answered, and he said he was housesitting. She said that whenever she asked MB when the Tenant was returning, he provided vague answers.
10. CJ said that RJ had regular communication with the Tenant until May or June 2024. It was only after that date that they noticed they never saw him in person. They did not see him in person again. She said that they regularly reached out to him after that, and they would get a text reply like "on west coast", "no call service", "on the road". CJ said that she tried a key test in June 2024, and the Landlord's key did not work. After contacting the Tenant about it, CJ said that it was MB who gave them a valid key. CJ said that she did not know

MB, except as the person who answered the door and gave the Landlord a key, and she did not even know his last name until the hearing date when he checked into the hearing.

11. CJ said that the Landlord wrote in the application August 6, 2025, as the date they first became aware of an unauthorized transfer of the tenancy because that was when they became certain that the Tenant was no longer living there. She said that prior to that date the Tenant repeatedly said he was away temporarily, or MB said that he was “housesitting”. However, she said that they never saw him in person after the summer of 2024, and MB had attempted to pay the rent in his own name and when the Landlord refused to take it from him, the Tenant paid it by etransfer. CJ said that even since they filed the application, on January 15, 2026, they received a call from MB in which he said that the Tenant was still away, but he had maintenance issue with the furnace.
12. CJ said that the Tenant responded to a call from RJ in October 2025, in which they agreed that the Tenant would vacate the rental unit by March 31, 2026.
13. RJ said that when he went to repair the furnace in January 2026, he asked MB when the Tenant was returning, and MB just replied “shortly”.
14. The Tenant said that he sublet the unit for eight years, during the period he was building a new house and living with his wife. He admits that he has, at times, secured tenancies for his employees in the four houses owned by the Landlord. However, he said that he has always, throughout the tenancy, spent lengthy periods travelling. He said that he does not travel for business, but he has competent managers that have been able to manage his business while he is away travelling.
15. The Tenant said that he has not stayed in the rental unit since November 2024, but he said that RJ and CJ knew that he would not be there. He said that he informed them he bought a property in Belize in 2023, and he would be spending half the year there, and half the year living in the rental unit. He said that his safety has been in jeopardy for the last two years because of his ex-wife, and he explained to RJ and CJ that he would not be living in his unit while he was still receiving threats from her.
16. The Tenant said that he did not ask for authorization from the Landlord to establish MB in the rental unit, but he assumed the Landlord consented to MB’s presence. He said that they knew MB was living in the unit. He said that he never asked the Landlord’s permission to sublet to MB, nor to transfer the occupancy of the rental unit to MB.
17. The Tenant said that he is waiting until all his divorce proceedings are final to return to the rental unit, and he did not believe he had to inform the Landlord about his intentions. He said that he has sublet before, and that was “on a handshake”. He said that he believed while the Landlord was aware that MB was living in the unit, that both parties were in agreement about it.

Reasons and Analysis:

Did the Tenant Transfer Occupancy of the Rental Unit:

18. For the following reasons, I find that the Tenant transferred the occupancy of the rental unit to an unauthorized occupant without the Landlord's consent.
19. It is undisputed that the Tenant has not lived in the rental unit, he has not stayed over night or visited it, since at least June 2024. It is undisputed that MB has lived in the rental unit since that time, and MB is paying rent to the Tenant. The Tenant never informed the Landlord that MB was going to be living in the rental unit. His own evidence is that he assumed the Landlord consented to MB's occupancy merely because they knew about it. However, it was the uncontested evidence of the Landlord that when MB attempted to pay rent in his own name, they did not accept it, and the Tenant resumed payment of the monthly rent.
20. The Tenant did not provide a date of return to living in the rental unit to the Landlord for the last two years, nor did he provide a definite date of return at the hearing.
21. Both parties agree that the Tenant has sublet the rental unit in the past, with authorization and consent of the Landlord. Both parties agree that the Tenant never received authorization nor consent from the Landlord to sublet to MB.
22. I find based on the above disclosed circumstances, on a balance of probabilities, that the Tenant has not had a substantial connection to the rental unit for almost two years, nor has he had possession or control of the unit. His unauthorized occupant MB has even unilaterally attempted to change the locks of the rental unit. The Tenant has not stayed in the rental unit, nor has he visited or been present in the rental unit for almost two years. There is no credible evidence that the Tenant will return to the rental unit at any time in the near future, and there is no proposed date for the return.
23. Consequently, I find that the Tenant transferred the occupancy of the rental unit to the unauthorized occupant, MB. The Landlord did not consent to this transfer, and in fact, they directly objected to it when they refused to take the rent from MB.

Did Landlord file the application within 60 days of first becoming aware of the transfer:

24. Ultimately, the Tenant does not admit that he transferred the tenancy, so it becomes important when and why the Landlord chose the date of August 6, 2025, as the date of first becoming aware of the unauthorized transfer.
25. CJ admits that the Landlord began to suspect the Tenant was not living in the rental unit by June of 2024. She made some unscheduled visits to the area, and she never saw the Tenant in person after that date. The Landlord received repeated texts from the Tenant saying that he was away, he was travelling, or he was on the west coast. The Tenant said that the Landlord knew he frequently travelled, and that the Landlord knew he spent lots of time at his house in Belize. If the Landlord had, in fact, been aware of the Tenant's frequent stays in Belize, then it is, at the least, puzzling that his reply texts would constantly mention the west coast or travelling. Consequently, I prefer the Landlord's evidence over the Tenant's with respect to what the Landlord knew, or did not know, about the Tenant's whereabouts. They said that the Tenant was always away, gave vague

replies about where he was, someone else was living in his unit, and he also failed to provide any definite dates of return for over a year.

26. Although a year is a long time for the Landlord to hold a suspicion without acting, I do not find that it is unreasonable for the Landlord to hold the suspicion for a lengthy time without acting, given the relationship between the parties. The Landlord's agents did not live on the street or even nearby, so they were not in a position to observe the rental unit on a daily or regular basis. In 2024 their belief of the Tenant's departure from the unit was only a suspicion. The parties had a long term relationship, the Landlord had agreed to let properties to the Tenant's employees before, the Tenant had usually honoured his position of guarantor of those employees, both parties had acted in good faith in a previous sublet relationship, the rent was getting paid, and the Landlord had not observed any damage to the rental unit. Therefore, it was not unreasonable of the Landlord to give the Tenant the benefit of a doubt for a period of a year when the Tenant consistently said he was planning to return.
27. Consequently, I find that it was not unreasonable of the Landlord to choose the date of August 6, 2025, as the date of first becoming certain that the tenancy had been transferred to an unauthorized occupant. They filed the application on the same date, and the application was therefore filed within 60 days of the Landlord first becoming aware of the transfer.

Section 83 Considerations:

28. The Tenant raised a couple of issues that, if determined to be proven, would prohibit me from issuing an order for eviction.
29. The parties have been before the Board for a couple of matters in the past. In particular, there was a Tenant T3/T2 application launched by the Tenant, LTB-T-097258-23, in which the parties had a dispute about vacant land located behind the rental unit. The Tenant alleged that the Landlord was substantially interfering with his exclusive right to access to the land because the Landlord permitted access to it to residents from their other properties on the same street. That application was dismissed in order LTB-T-097258-23 issued on November 28, 2024. There was no review request from the Tenant.
30. There was also a more recent L1 application, mentioned above, for rent arrears for 152 Oxford Street. There was an attempted review of that order, LTB-L-080596-25 issued on December 10, 2025, but the review request was denied in LTB-L-080596-25-RV issued on January 14, 2026. While the Tenant's name was on the application as a Tenant, the review request had nothing to do with Pete Young being named as a Tenant. In fact, the review request was filed by the other named Tenant Joe Dewan. I have found above that neither of the parties in this application has ever considered Pete Young a lawful Tenant of 152 Oxford Street. He was only ever a guarantor of the rent at that unit. It is impossible to know why Pete Young did not file the review request for that order, but there is no documentary evidence to indicate that he objected to the order, or that he attempted to review the order, which was simply an order for rent arrears. In any case, that application was filed on September 18, 2025, over a month after this application was filed. The N4 notice for that application was served on September 2, 2025, about three weeks after this

application was filed. Therefore, the filing of this application could not have been in retaliation for this application.

31. With respect to the earlier T3/T2 application, the order dismissing the Tenant's application was issued almost a year prior to filing this application. The fact that the Landlord then waited almost a year to file this application, as well as the fact that the Landlord, in effect, prevailed in the Tenant's application, leads me to find, on a balance of probabilities, that this application is not retaliatory with regard to the Tenant's application. In fact, the Landlord waiting another year, giving the Tenant the benefit of a doubt with respect to returning to his rental unit before deciding the date that they were certain that the Tenant had transferred his tenancy, all point to the Landlord's attempt to *not* be retaliatory in their filing of this application.
32. Finally, there was the Tenant's allegation that the Landlord filed this application in bad faith because their true intention is to evict the Tenant so that they can sell the four houses in a row as their "retirement plan". The Tenant said that the Landlord asked him to leave by March 31, 2026, because they had a tentative sale of all four houses. He had no documentary evidence to support this allegation, and the Landlord's agents categorically denied that they want to evict the Tenant in order to sell all four houses together.
33. I find that the Tenant has failed to establish that the Landlord filed this application in bad faith because the true intention is to evict him and sell all four houses together. There was no documentary evidence to support the allegation, and the Landlord's agents denied it. There was no evidence to support an allegation that the other three houses are either vacant, up for sale, or that any of the other tenants have been issued with notices of termination.
34. Based on the above, I find that the Landlord is not in serious breach of the Act as defined in subsection 83(3) of the Act, and it is open to me to issue an order for eviction.
35. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and I find, for the following reasons, that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant is no longer living in the rental unit, and he has not lived there for almost two years, so there is no prejudice to him in terminating the tenancy. However, I find that it would not be unfair to postpone the eviction until July 31, 2026, pursuant to subsection 83(1)(b) of the Act. The unauthorized occupant MB has now been living in the rental unit for almost two years, there are no arrears of rent, and there was no alleged damage to the unit. While the Landlord has no obligation to accept MB as an authorized tenant, the Landlord did not disclose any urgent reason to regain possession of the unit from MB immediately. Consequently, I find that it is not unfair to provide MB with a bit more time to find an alternative place to live.
36. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant.
37. Based on the Monthly rent, the daily compensation is \$24.98. This amount is calculated as follows: \$760.00 x 12 months, divided by 365 days.

38. There was no evidence provided to me to prove that there are any arrears of rent. The Tenant and the Unauthorized Occupant will owe the Landlord daily compensation for use and occupation of the rental unit for the period commencing August 1, 2026.
39. The Landlord incurred a cost of \$201.00 for filing the application and is entitled to reimbursement of those costs.
40. I find that both the Tenant and the unauthorized occupant, Mark Brackett, are jointly liable for the daily compensation and the filing fee.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of July 31, 2026.
2. The Unauthorized Occupant Marck Brackett shall vacate the rental unit on or before July 31, 2026.
3. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (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 on or after August 1, 2026.
5. If the Tenant and/or the Unauthorized Occupant Mark Brackett do not vacate the rental unit on or before July 31, 2026, they shall jointly owe the Landlord daily compensation of \$24.98 for the use of the rental unit commencing August 1, 2026, until they vacate the unit.
6. The Tenant and/or the Unauthorized Occupant, Mark Brackett shall also pay the Landlord \$201.00 for the cost of filing the application.
7. The Tenant and/or the Unauthorized Occupant, Mark Brackett, shall pay the Landlord the full amount owing by July 31, 2026.
8. If the Tenant and/or the Unauthorized Occupant, Mark Brackett, do not pay the Landlord the full amount on or before July 31, 2026, they will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.

June 16, 2026
Date Issued

Nancy Morris
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 February 1, 2027, 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.