



Order under Section 101 Residential Tenancies Act, 2006

File Number: LTB-L-096204-25

In the matter of: 2, 2520 LLOYD STREET
INNISFIL ONTARIO L9S2H2

Between: Marc Maisonneuve Landlord

And

Guy Jubinville Tenant

And

Chase Jubinville Unauthorized Occupant

Marc Maisonneuve (the 'Landlord') applied for an order to evict (the 'Subtenant') because the subtenancy ended and the Subtenant continues to occupy the rental unit.

This application was heard by videoconference on April 9, 2026.

Only the Landlord attended the hearing.

As of 10:08 a.m., neither the Tenant nor the Unauthorized Occupant/Subtenant 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.

Determinations:

Amending the application

1. At the hearing, the Landlord clarified that the lawful Tenant named in the tenancy agreement is Guy Jubinville and that the Unauthorized Occupant is the Tenant's son, Chase Jubinville ('CJ'). The application, as filed, incorrectly identifies the Unauthorized Occupant as the Tenant and does not name the lawful Tenant.
2. The application also describes CJ as a subtenant. However, based on the evidence before me, there was no subtenancy. The Tenant vacated the rental unit on October 3, 2026 after providing notice to terminate the tenancy, while CJ remained in possession of the rental unit. There is no evidence that the Tenant retained a right to reoccupy the rental unit during the alleged subtenancy period, which is an essential element of a lawful sublet. Rather, the evidence supports a finding that CJ remained in possession of the rental unit after the Tenant vacated.

3. The Landlord testified that he seeks possession of the rental unit and the eviction of CJ. In these circumstances, I find that the application should be amended to correctly identify Guy Jubinville as the Tenant, Chase Jubinville as the Unauthorized Occupant, and to reflect that the proceeding concerns the occupancy of an unauthorized occupant rather than a subtenancy.
4. I am satisfied that these amendments do not alter the essential nature of the application or result in any prejudice to CJ. The allegations arise from the same facts set out in the application and relate to the Landlord's claim that CJ remained in possession of the rental unit after the Tenant vacated.
5. The Unauthorized Occupant was served with the Notice of Hearing and had an opportunity to participate in the proceeding but chose not to attend. There is no evidence that the errors in the application affected CJ's ability to understand the case against him or respond to it.
6. Accordingly, I find it appropriate and reasonable to amend the application to correctly identify the parties and to seek the eviction of CJ rather than the termination of a purported subtenancy.
7. The Landlord testified that, after being advised by the Tenant that he had vacated the rental unit, he attended the unit to conduct a move-out inspection, believing that all occupants had left. During the inspection, CJ approached him and stated that he did not believe his father was actually going to move out of the rental unit.
8. The Landlord's uncontested evidence is that CJ requested additional time to secure alternative accommodation. In response, the Landlord permitted CJ to remain in the rental unit for a period of four weeks as a temporary accommodation and advised him that he would be required to vacate so that the rental unit could be prepared for new tenants.
9. The Landlord testified that, at the conclusion of the four-week period on November 1, 2025, he attended the rental unit to discuss CJ's departure. At that time, there were no indications that CJ was preparing to vacate, and CJ refused to engage in any discussion regarding his occupancy of the rental unit.
10. The Landlord further testified that he attended the police station on November 3, 2025 to inquire about his legal rights with respect to the occupancy. The following day, he retained a locksmith to change the locks to the rental unit. The Landlord stated that he subsequently made numerous attempts to contact CJ and arrange for the retrieval of his belongings. According to the Landlord, the only response received from CJ was that the Landlord did not have the right to remove him from the rental unit.
11. The Landlord testified that CJ subsequently re-entered the rental unit through a window and later requested a key. The Landlord advised CJ that a replacement key could be provided if he attended to collect it; however, CJ never did so.

12. The Landlord testified that, apart from an amount paid in connection with the four-week extension, CJ made no payments to the Landlord for the right to occupy the rental unit and no rent was ever paid directly by CJ.
13. Based on the uncontested evidence before me, I am satisfied on a balance of probabilities that CJ was an unauthorized occupant of the rental unit. The evidence establishes that the Tenant had vacated the rental unit and that CJ remained in possession thereafter without the Landlord's consent to occupy the unit on an ongoing basis.
14. While the Landlord permitted CJ to remain in the rental unit for an additional four-week period following the Tenant's departure, I do not find that this arrangement created a tenancy agreement between the Landlord and CJ. The Landlord's uncontested evidence was that the extension was intended solely as a temporary accommodation to allow CJ time to vacate. There is no evidence that the parties entered into an agreement creating a landlord-tenant relationship, nor is there evidence that the Landlord agreed to rent the unit to CJ on a continuing basis.
15. In reaching this conclusion, I have considered that the Landlord advised CJ that the rental unit would need to be prepared for new tenants, that the extension was for a fixed and limited duration, and that CJ made no rent payments to the Landlord in exchange for a right of occupancy. The conduct of the parties is inconsistent with the creation of a tenancy agreement and supports a finding that CJ's occupancy after the Tenant vacated was merely tolerated for a brief period as a temporary accommodation.
16. Accordingly, I find that CJ remained in possession of the rental unit as an unauthorized occupant and did not acquire any rights as a tenant under the Act.
17. The application was filed within 60 days of the Landlord discovering the unauthorized occupancy by CJ.
18. The Landlord incurred costs of \$201.00 to file this application and is entitled to recover those costs. I find that the Unauthorized Occupant is responsible for reimbursing the Landlord for the application filing fee, as the Landlord was required to commence this proceeding in order to obtain an order evicting CJ and recovering possession of the rental unit. In the absence of the Unauthorized Occupant's continued occupation of the rental unit after the Tenant had vacated, the application would not have been necessary.

It is ordered that:

1. The Unauthorized Occupant shall move out of the rental unit on or before July 11, 2026.
2. If the Unauthorized Occupant does not vacate the rental unit by July 11, 2026, then starting July 12, 2026, the Landlord may file this order with the Court Enforcement Office (the Sheriff), so that the eviction of the Subtenant may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord after July 12, 2026.

4. The Unauthorized Occupant shall pay the Landlord \$201.00 for the cost of filing the application.
5. If the Unauthorized Occupant does not pay the Landlord the full amount owing by July 11, 2026 they will owe interest. This will be simple interest calculated from July 12, 2026 at 4.00% on the outstanding balance.

June 30, 2026
Date Issued

Christina Philp
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 January 12, 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.