



applicant Gary Lajeunesse (Gary) and the respondent Arnold Lajeunesse (Arnold). The respondents Kasey Lajeunesse (Kasey) and Kirby Lajeunesse (Kirby) are Arnold's children.

- [3] Millie passed away on September 25, 2022.
- [4] The subject property is municipally known as 50 Spring Street, Sturgeon Falls, Ontario (the Property). It was owned by Millie and Terry as joint tenants from 1972 until Terry died in 2009, leaving her as the sole surviving joint tenant and owner.
- [5] The respondents Arnold, Kasey and Kirby all live in the Property. Arnold has been living there since 2004. Kirby moved in around 2016. Kasey moved in in August of 2022.
- [6] Gary was living throughout the relevant time period at his own house at 1195 Highway 17, Sturgeon Falls, where he continues to live.
- [7] The Property was transferred by Millie into Gary's name in 2010, using the services of a lawyer in Sturgeon Falls, David Stewart. The Transfer and the Land Transfer Tax Statement show consideration of \$1. The reporting letter addressed to both confirmed that the parties were family members and that the law firm had been instructed to act for both sides and to close the transaction on an "as is" basis without performing any searches or adjustments.
- [8] There was a subsequent transfer in 2016 to Gary and Millie as joint tenants. Mr. Stewart was again the lawyer. On the transfer, he stated that he was the solicitor for the transferor (i.e., Gary) and the transferees (i.e., Gary and Millie) and had the authority to register the document on behalf of all parties. Gary now says that that transfer was done without his knowledge.
- [9] Millie left a will dated August 25, 2022. The will was made by a lawyer, Andrea Bain, from the same law firm as Mr. Stewart. There had been a previous will, made without a lawyer, but it had gone missing and there was no indication of its terms. The August 25, 2022 will revoked any previous ones. Other than a portrait that is left to her daughter, Shirley Beaudette, the estate was left to Arnold or, if he was not living at the date of her death, to her surviving children in equal shares, with further contingencies. There was no specific mention of the house property.
- [10] Gary alleged that, at the same time as Millie executed her August 25, 2022 will, Millie asked him to come to the property because her lawyer was there and he was to sign papers transferring the property to Kasey for \$1,500. Both Millie and Kasey had already signed the transfer and related documents. Given Millie's deteriorating condition, her constant fretting over Kasey's desire to purchase the property for only \$1,500 and her previous, much calmer instructions to him to sell the house and split the proceeds, he said, he refused to sign the papers. As previously noted, she died on September 25, 2022.
- [11] Gary began taking steps to try to remove the respondents from the property so that he could sell it. Kasey retained a lawyer, Cassandra Martino of Friedman Estate Litigation Professional Corporation in Barrie, Ontario, to assist her with this matter. Ms. Martino wrote to Gary on March 13, 2023, requesting that he complete the documentation to transfer the property to Kasey. She purported that Gary was presumed at law to hold the property on resulting trust for Millie's estate.

[12] On Gary's behalf, Clemens Eggert of Eggert and Eggert Barristers, Solicitors and Notaries Public of North Bay, Ontario, replied to Ms. Martino by letter of May 10, 2023. He outlined the history of the transfers of title in 2010 and 2016. Then, he wrote:

What makes this file interesting is that Mr. Lajeunesse did not attend the law office that prepared the transfer on October 6, 2016, to sign the transfer. This transfer was done without his knowledge. The property in question is still registered in joint ownership. I have advised Mr. Lajeunesse that we will not complete a survivorship application or any transfer until we have more information on what transpired on October 6, 2026 (sic). Once we obtain this information then our office will communicate with you.

[13] It appears that Gary did not continue with Mr. Eggert's services due to the cost involved. However, he contacted another lawyer, Ali Shaikh of Shaikh Law Corporation in Mississauga, Ontario, possibly through the lawyer referral service as it was for 30 minutes of free legal advice. That lawyer registered for him the survivorship application, putting the property into Gary's name as the surviving joint tenant, where it remains at present. No further information about the 2016 transaction appears to have been obtained.

#### **THE APPLICATION**

[14] Gary brought an application seeking:

- a) An order for possession of the property municipally known as 50 Spring Street, Sturgeon Falls, Ontario, P2B 3G7.
- b) A declaration that the respondents are trespassers.
- c) A declaration that the *Residential Tenancies Act* does not apply to the respondent's occupation of the property.
- d) Costs.
- e) Such further and other relief as this court may grant in the circumstances.

[15] Kasey delivered a Notice of Appearance on behalf of all three respondents. A Notice of Application, amended on its face to say Application Record, and dated April 25, 2025, was then delivered. In anticipation of this, Kurke J. had endorsed on March 21, 2025, that the respondents' proposed application and Gary's application would need to be consolidated and dealt with together. In effect, the respondents provided a cross-application. It claims an order for possession by Arnold of the property located at 50 Spring Street, Sturgeon Falls, "as per the last will and testament of the late Millie Lajeunesse dated August 25, 2022".

[16] Gary's position was that Millie had transferred the property into his name in 2010 on the explicit understanding that he would sell it and share the profits with his siblings. First, however, Arnold was to be given two months to find an apartment using the residue of Millie's estate. Gary had promised Millie to do that. Now, he wants to be able to honour that promise.

[17] Gary submitted that, in his conversation with Millie preceding the 2010 transfer, she had said that she did not want Arnold to be "on the street." That was the thinking behind giving

him two months after her death to find an apartment before the house was sold. Her not wanting Arnold to be on the street is consistent with Kasey's submission that, in 2022, Millie knew that she was getting sick and wanted to ensure that Arnold would have somewhere to live, therefore updating her estate plan.

- [18] Gary explained that, for decades, Arnold has had a drug and alcohol problem. He moved in with Millie and Terry in approximately 2004 because Terry needed assistance with home maintenance. After Terry passed away in 2009, Arnold continued to do these jobs for Millie. She had transferred the property to Gary because she knew from Arnold's lifestyle that he would lose it if she transferred it to him.
- [19] Kasey submitted that Arnold provided caretaking, lived rent free at the property, and was encouraged by Millie not to work but to focus on ensuring that they could continue to live on the property without the need for nursing care or to move to long-term care. Millie, she said, required much care after Terry's death, and Millie valued Arnold doing that for her. Arnold, she said, became completely financially dependant on Millie and the property, without which he had nowhere to go and could not afford rent. Gary disputed that, indicating that Arnold had the same government pensions as other Canadians.
- [20] Kasey added that Arnold's own health had declined and that she had moved into the property to assist him daily. In 2022, Millie knew she was getting sick and wanted to ensure that Arnold would have somewhere to live. She made an appointment to meet with her lawyers to update her estate plan which was to include a transfer of the property and a will. She wanted to transfer the property to Kasey, allegedly, because Kasey would let Arnold live there for free and care for him as he had done for Millie. Millie's will of August 25, 2022 left her entire estate to Arnold, consequently. Millie also had the documents drawn up to transfer the property. Millie and Kasey signed, but Gary refused to.
- [21] Kasey also filed a December 22, 2022, email from Andrea Bain stating:

Back in 2016, when your grandmother added Gary to the property, there was not (sic) trust agreement signed between the two of them. However, it appears that Gary was just added to the property for estate planning purposes, and is not a true owner of the property, but was just added to help avoid probate taxes upon your grandmother's death. If that was the intention as I believe it was, then the house should transfer according to your grandmother's will. This would mean the property would transfer to your dad (i.e., Arnold). Your dad can then choose to gift the house to you or add you on the deed.

## LAW

- [22] The issue of whether there is a resulting trust arises in this case.
- [23] A resulting trust can perhaps be best understood when contrasted to a gift. Focussing on the facts of this case, where a parent transfers property into the name of an adult child for no consideration,<sup>1</sup> the presumption is that the adult child holds the property in trust – the

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<sup>1</sup> Consideration in a contract is the exchange of something of value between the parties to the contract.

resulting trust – for the parent and did not receive it as a gift. Consequently, the adult child is under an obligation to return it to the original title owner. The presumption can be rebutted if there is sufficient evidence that the parent/transferor intended to gift the property to the adult child/transferee. The onus is on the adult child/transferee to rebut the presumption on a balance of probabilities. To do so requires evidence that the parent/transferor intended the transfer of property to be a gift to the adult child/transferee<sup>2</sup>.

## ANALYSIS

- [24] This case is unfortunate in a number of ways. It split a family in which both sides express the wish to abide by the late Millie’s wishes but disagree as to how to do so. It was argued on the basis of affidavit evidence in which there were some conflicting statements and which left some unanswered questions. The court is not able to resolve conflicting affidavit evidence. It would have been helpful to have the benefit of transcripts of cross-examinations on the affidavits. Ms. Martino had suggested such in her March 18, 2025, email to Gary. Evidence from the lawyers, Mr. Stewart and Ms. Bain, would also have been useful. However, neither side provided complete evidentiary record to base their arguments on. Furthermore, the applicable law, including that on resulting trusts, can be difficult to navigate, especially for self-represented litigants. Consequently, the court took a proactive role in trying to assist the parties, to the extent even of inquiring about terms of a potential resolution which was not agreed to at the time.
- [25] In the present case, I find that, when Millie transferred the property to Gary in 2010, the presumption arose that he held it for her in trust. Gary’s evidence of Millie’s intention is that she wanted the property handled for Arnold’s benefit. She and Arnold continued to live in it and Kirby and Kasey moved in and lived in it. Clearly, it was not gifted to Gary to use as his own.
- [26] That Millie intended to maintain control over the property is also demonstrated by her dealings with it in 2016. That the lawyers appeared to err in thinking or reporting that the transfer had been from Millie, not from Gary, to the two of them is curious but does not change this fact. Nor does the fact that it was put into joint tenancy with Gary, which would result in him being solely on title upon her death. Gary’s contention that the 2016 transfer was a fraud upon him by Millie and her lawyer is incredible. The reporting letter speaks for itself. There is no explanation in the face of it of how the transaction took place without Gary knowing about it.
- [27] Furthermore, there is evidence that Millie, approaching her end, again took steps to deal with title to the property, again showing her intent to use it for Arnold’s benefit.
- [28] Finally, there is the December 22, 2022, email from Ms. Bain. While, technically, this is not the best evidence, Ms. Bain was in a position to know what her client Millie’s intention was.

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<sup>2</sup> See *Pecore v. Pecore* 2007, S.C.C. 17, *Sundridge v. Ross* 2024 ONCA 314 at para. 10. *Qu v. Zang* 2025 ONCA 391 at para. 25, and *Jackson v. Rosenberg*, 2005 ONCA 318 at para. 10.

[29] The consistent theme is that Millie intended to use the property to the benefit of Arnold. What changed over time was her plan for how to do that. Gary appears to be trying to honour her wishes as expressed in her earliest plan, whereas she moved on from there.

**CONCLUSION**

[30] As a consequence, I find that Gary has not rebutted the presumption of resulting trust. The property remained Millie's at her death. Her will left her estate to Arnold. The property is included in that estate. I have no authority in the circumstances to order the transfer of the property to Kasey. However, it would open to Arnold to arrange for that. So, I order that title to the property be transferred into Millie's name to be dealt with as part of her estate.

**COSTS**

[31] There shall be no order as to costs.

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Wilcox, J.

**Released:** September 09, 2025

**CITATION:** Lajeunesse v. Lajeunesse et al., 2025 ONSC 5160  
**COURT FILE NO.:** CV-24-268  
**DATE:** 2025/09/09

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

GARY LAJEUNESSE

Applicant

– and –

ARNOLD LAJEUNESSE, KASEY LAJEUNESSE  
AND KIRBY LAJEUNESSE

Respondents

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**REASONS FOR DECISION**

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Wilcox, J.