



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

Citation: Mohamed v Fedee, 2026 ONLTB 1183

Date: 2026-01-07

File Number: LTB-T-101515-25

In the matter of: 510, 2900 BATTLEFORD RD
MISSISSAUGA ON L5N2V9

Between: Elijah Mohamed Tenant

And

Ramon Fedee Landlords
Teresa de Rushe

Elijah Mohamed (the 'Tenant') applied for an order determining that Ramon Fedee and Teresa de Rushe (the 'Landlords'):

- entered the rental unit illegally.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

Ramon Fedee and Teresa de Rushe (the 'Landlords') applied for an order to determine whether the *Residential Tenancies Act, 2006* applies.

This application was heard by videoconference on December 22, 2025.

The Landlords and the Tenant attended the hearing.

Determinations:

1. Based on the evidence before me, I am satisfied on a balance of probabilities that the *Residential Tenancies Act, 2006* (the 'Act') does not apply to the rental unit or residential complex.
2. The rental unit is a 3-bedroom condominium unit.
3. The Tenant E.M. filed a T2 application because he believes that he is afforded the rights and protections of a tenant under the Act. He claims that the Landlords, who are his uncle and aunt, have violated his rights and are attempting to unlawfully evict him.
4. He asserts that the rental unit is akin to a rooming house operated by the Landlords. He testified that in early 2025 he began to rent a room from them. He alleges that they treat

him as a trespasser: they refuse to provide him with a lease agreement although he pays rent monthly and they recently told him that he had to move out by December 6, 2025.

5. The Landlord R.F. testified that he and his spouse purchased the condo on January 8, 2015 as a permanent home for R.F.'s mother M.M. She and their six dependents (all young grandchildren of M.M.) arrived in Canada in July 2014 under the Landlords' sponsorship. The Tenant is the Landlords' nephew and was one of the children. He was 11 yrs. old at the time.
6. There is no dispute that the condo contains a singular kitchen, bathrooms and a living area. M.M. and the children moved in at the same time. The Landlords live elsewhere.
7. The Landlords' evidence is that M.M. has resided in the unit ever since. Over the past 10 years, the children have grown up and are now adults. The Tenant, who is now 21 yrs. old, has remained living in the unit with M.M.
8. I understand the Tenant's evidence to be that his girlfriend lives with him and that his two brothers (one with a girlfriend) also share the unit. Some of the children decided to venture out on their own, to become independent adults.
9. R.F. submits that all of the adults residing in the unit share the kitchen and a bathroom.
10. The Landlords explain that they pay for the condo expenses. After some discussion last year, they decided that the adult children who wished to remain living at home should contribute on a monthly basis to the carrying costs of the unit as it would encourage them to become responsible adults.
11. On January 10, 2025, the Landlords and the remaining adult children entered into a private economic arrangement. In the case of the Tenant E.M., he agreed to pay \$700.00 per month for his contribution. The Landlords assert that E.M. has been delinquent in paying his share and is otherwise causing problems in the home.
12. E.M. submits in response that his grandmother M.M. no longer resides in the unit, having vacated when she left the country in November 2024 to begin living with her sister in Guyana. In his view, once that event occurred, he became a tenant as defined by the Act.
13. The Landlords insist that M.M. continues to live in the unit. They acknowledge that she has recently been visiting her sister in Guyana. She expects to return home in March 2026. They submit that travelling or visiting relatives in another country for an extended period of time is not unusual in today's society and does not equate to vacating the unit.
14. The Landlords' position is that they have no landlord-tenant relationship with M.M. She does not pay rent in exchange for occupying the unit and the adult children are her roommates. Neither is she a landlord.
15. They submit that the arrangement they made with E.M. is exempt from the Act. That is because R.F. is the owner of the unit, M.M. is R.F.'s mother, M.M. lives in the condo and the occupants – being the children – must share the kitchen with R.F.'s mother.

Analysis

16. Section 5(i) of the Act states that the Act does not apply to:

(i) **living accommodation whose** occupant or **occupants are required to share a bathroom or kitchen facility with** the owner, **the owner's** spouse, child or **parent or the spouse's** child or **parent, and where the** owner, spouse, child or **parent lives in the building in which the living accommodation is located;** ... [emphasis added]

17. I find that the owner's parent M.M. lives in the building in which the rental unit is located and that the occupant E.M. is required to share the kitchen with M.M.
18. There is no evidence before the Board to establish that M.M. has informed the Landlords that she has vacated the unit or that she wishes to move out. I accept the Landlords' evidence to the contrary: that the condo is M.M.'s permanent home and primary residence.
19. Therefore, I am satisfied on the balance of probabilities that this living accommodation is exempt from the Act.

It is ordered that:

1. The *Residential Tenancies Act, 2006* does not apply.

January 7, 2026
Date Issued

Elle Venhola
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.