



**Order under Section 21.2 of the
Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006**

Citation: Carroll v Gray, 2026 ONLTB 963

Date: 2026-01-08

File Number: LTB-L-053068-25-RV

In the matter of: Upper, 7 Lincoln Cres
Guelph ON N1E1Y7

Between: Adam Carroll
Tracy Mineault

Landlords

and

Durene Gray
Michael Baba

Tenants

Review Order

Adam Carroll and Tracy Mineault (the 'Landlords') applied for an order to terminate the tenancy and evict Durene Gray and Michael Baba (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-053068-25 issued on September 11, 2025.

On October 11, 2025, the Tenants requested a review of the order and that the order be stayed until the request to review the order is resolved.

On October 11, 2025, interim order LTB-L-053068-25-RV-IN was issued, staying the order issued on September 11, 2025.

This application was heard by videoconference on December 10, 2025.

The Landlords' Legal Representative, Ian Shamesh, the Landlord, Adam Carroll, and the Tenant, Michael Baba, attended the hearing.

I was satisfied that the Tenant, Durene Gray, had received the Notice of Hearing and there was no request to adjourn before me. Based on this, I proceeded to hear the review at 3:08pm.

Determinations:

Post-Hearing Submissions

1. On December 11, 2025, the Board received unsolicited post-hearing documents from the Tenant, Michael Baba. The unsolicited document is an email containing a link to documents, such as his current lease and communications with the co-tenant. As stated, this is an unsolicited post-hearing submission and, therefore, was not considered in determining this application.
2. Additionally, I note that a link submission is not an acceptable format to submit evidence and there were no documents attached to the email for the Board to consider in any event.

Review Request

3. The Tenant, Michael Baba ('MB'), filed the request for review on the basis that he alleges he is not a tenant, and the Board therefore did not have jurisdiction to make an order against him. MB testified that he had no involvement in the tenancy other than assisting Durene Gray ('DG') to acquire the apartment.
4. MB testified that he was in a relationship with DG at the time and she was being evicted from her own apartment, so he decided to help her acquire this unit. MB testified that he signed the tenancy agreement with MB and confirmed during cross-examination that by signing the lease agreement, he understood that he would also be living at the property.
5. MB testified that although he signed the lease, he did not live there and only visited DG. During cross-examination, DG testified that he visited as much as a normal boyfriend would (sic). He testified that he lived elsewhere and has his own tenancy at another property.
6. Adam Carroll ('AC') testified that he was the one who signed the lease with the Tenants, with the assistance of a real estate agent. He testified that MB signed the lease in front of him while assuring him that they would treat the place as his own. He testified that both Tenants moved in together at the onset of the tenancy and he regularly communicated with MB throughout the tenancy, whenever there were issues. He testified that they were only approved for the unit because MB was also a tenant, and that DG would not have been approved on her own.
7. Based on the evidence before the Board, I find, on a balance of probabilities, that MB is a tenant. Overall, I did not find MB to be credible. I say this because during MB's testimony, a female voice was heard attempting to interfere with the testimony of MB. MB continually denied that someone was in the room with him, even when presented with a recording of the incident during the hearing. Considering MB's overall intentionally vague and contradictory testimony and his continual denial that another individual was present with him during his testimony, despite the clear and cogent evidence of the individual's interference during the hearing, I found MB not to be a credible witness.
8. Nevertheless, even if I accepted MB's testimony at its highest, he signed the tenancy agreement intentionally as a tenant so that DG would be approved for the unit. He understood that he was signing the tenancy agreement for the right to occupy the rental

unit and while he may not have lived there full-time, rent was paid on his behalf for his right to occupy the unit and he did occupy the unit at the very least, on a part time basis. I therefore find, on a balance of probabilities, that MB is a tenant.

9. As MB is tenant, the Board did have jurisdiction to make an order against him and there is therefore no serious error in the order as alleged in the review request. MB's request to review the order is therefore denied.

It is ordered that:

1. The request to review order LTB-L-053068-25 issued on September 11, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on October 11, 2025 is cancelled. The stay of order LTB-L-053068-25 is lifted immediately.

January 8, 2026
Date Issued

Candace Aboussafy
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.