



Order under Section 31 Residential Tenancies Act, 2006

Citation: Vanceslas v Salomon, 2026 ONLTB 3150

Date: 2026-01-14

File Number: LTB-T-084525-25

In the matter of: 78 Butson Cres
Bowmanville Ontario L1C0S5

Between: Chrismane Vanceslas Tenant

And

Cynthia Salomon Landlord

Chrismane Vanceslas (the 'Tenant') applied for an order determining that Cynthia Salomon (the 'Landlord'):

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- did not give the Tenant 72 hours to remove their property from the rental unit or from some place close to the rental unit after the Sheriff evicted the Tenant.

This application was heard by videoconference on November 21, 2025.

The Landlord's Representative, Atjinder Grewal, the Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issue: LTB Jurisdiction

1. The Landlord moved to have the application dismissed because the LTB does not have jurisdiction.
2. Both parties agreed that there was no agreed upon regular rent rate. The parties had agreed that the Tenant would pay the utilities used in the rental unit for the right to stay in the rental unit. The utility cost fluctuated along with usage and was not a set amount for a set period of time.

3. Section 2 of the *Residential Tenancies Act*, 2006 (the 'Act') defines the following:

Rent

"rent" includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to a landlord or the landlord's agent for the right to occupy a rental unit and for any services and facilities and any privilege, accommodation or thing that the landlord provides for the tenant in respect of the occupancy of the rental unit,

Tenant

"tenant" includes a person who pays rent in return for the right to occupy a rental unit

4. Rent is defined as "the amount", which indicates a static fee. What both parties agreed was paid was not a static fee, but a rate set by a third party (a utility provider).
5. Based on the uncontested evidence before me, Ms. Vanceslas does not meet the definition of a "Tenant" under the Act because they do not pay "rent" for the right to occupy the rental unit.
6. The Act does not apply in this circumstance. Therefore, the LTB does not have the jurisdiction to consider this matter. For that reason, the application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

January 14, 2026

Date Issued

Robert Brown

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.