



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-049297-25

In the matter of: 18, 1123 MOSLEY ST
WASAGA BEACH ON L9Z2G1

Between: Jessica Drury Tenant

And

John Curtosi Landlord

On June 16, 2025, Jessica Drury ('JD' or the 'Tenant') applied for an order determining that John Curtosi ('JC' or the 'Landlord') collected or retained money illegally. (T1 application)

This T1 application was heard by videoconference on January 27, 2026.

The Tenant and the Landlord's Agent (property manager and compliance manager), Jessica Coulter ('LLA'), attended the hearing. No Tenant Duty Counsel (TDC) appeared in the videoconference room, but the Tenant indicated she was prepared to proceed with the hearing without TDC consultation. The Tenant understood that TDC services are not guaranteed on the day of a hearing. When asked whether the named Landlord would appear, I was told "no" as he would rely solely on LLA to represent him.

LLA raised three preliminary issues/questions: does the LTB have jurisdiction to hear this T1 application; did the Tenant follow the Rules of Procedure regarding disclosure; and has the Tenant demonstrated an abuse of process. These issues/questions are dealt within the body of the Determinations below.

Determinations:

1. Both parties were able to agree on the following facts: (i) the owner of the rental unit property is John Curtosi; (ii) LLA started her work as the property manager in May 2025; (iii) the rent for the rental unit at the time LLA began her employ was \$1,200.00; (iv) the Tenant gave vacant possession back of the rental unit to the Landlord on June 30, 2025; and (iv) the Tenant did not pay any rent for June 2025.
2. From the submissions of both parties, it was evident that there are relationships between the parties, outside of the named relationships in the style of cause. That is, the Tenant worked for a "long time" for the Landlord as a property manager for another one of JC's properties (i.e. the Travel Lodge Wasaga Beach). The Tenant is an ex-spouse to LLA's cousin. At one time, LLA lived at the rental unit property. LLA's aunt, who is the ex-

mother-in-law of the Tenant, was the former longstanding property manager for the rental unit property, but was let go and is reportedly under police investigation for a number of theft-type charges involving the rental unit property.

3. With regard to possible evidence by the Tenant, I noted that the Tenant did not properly serve the Landlord with her disclosure, but did in fact file her possible evidence into the LTB portal. As it turned out, much of what the Tenant submitted to the portal was similar to what the Landlord had submitted to the portal (and disclosed to the Tenant). That is, much of the disclosure was probably more relevant to another tenant application file (T2/T6 case) that was to be discussed/mediated during an Adjudicative Case Conference scheduled for January 28, 2026.
4. In any event, the parties confirmed that the Tenant paid monthly rents to the Landlord via ODSP, which happened by direct e-transfer to the Landlord. And as it turned out, only one exhibit TT#1 was permitted into evidence to show this payment arrangement from ODSP to the Landlord – which was an April 2025 \$1,150.00 rent e-transfer confirmation.
5. LLA confirmed that the Tenant lived in the rental unit in question for over a two year continuous period, stating the Tenant kept extending her stay and never complained about rent increases before.
6. LLA explained that when JC received rents from ODSP, he would then transfer the rent from his personal account to a business unit account, namely one associated with 757701 Ontario Limited. LLA stated the business operates under the name, Riverview Lodge, but she also confirmed that the Landlord's business licence expired some time ago. I note that the Tenant claimed in her submissions that the business licence expired in 2017.
7. LLA submitted the rental unit property is operated in a motel style fashion in that rooms are rented to guests/residents in 30-day or less increments, with each room being furnished with a bed/futon, air fryer, hot plates and a kettle. Residents also share a kitchen, a common backyard and a common area parking lot. Guests are given an option to extend 30-day rentals in additional 30-day increments. LLA concluded the Tenant was a guest of the motel all along and consequently, the LTB does not have the jurisdiction over this T1 application based on section 5(a) of the *Residential Tenancies Act, 2006* (the 'Act'), which states:

"5. This Act does not apply with respect to,

(a) living accommodation intended to be provided to the travelling or vacationing public or occupied for a seasonal or temporary period in a hotel, motel or motor hotel, resort, lodge, tourist camp, cottage or cabin establishment, inn, campground, trailer park, tourist home, bed and breakfast vacation establishment or vacation home."

8. LLA stated there was no lease or written agreement to rent between the Landlord and the Tenant. She was unable to provide anything to show that the Tenant, as LLA claimed, was a guest or a resident of a motel, and not a tenant of a residential unit. I went over with LLA the files that she filed into the case file portal, which comprised a number of video files, jpeg files and a 6-page personal statement of LLA. Again, none of these presented anything to support LLA's submissions.

9. While I accepted LLA's testimony on its face, I noted that nothing was presented as evidence to support her testimony. I again indicated that if LLA could produce something for me to consider at the hearing, I would be willing to accept it. If the Landlord were able to participate at this hearing, I would also be willing to hear his testimony. Nothing was presented.
10. LLA stated further that because of the loss of all pertinent documents (stemming from her aunt's alleged thefts), there was no evidence she could provide the LTB to show the temporary or transient nature of the Tenant's living arrangement for the rental unit in question. LLA also stated that she had no personal knowledge of the actual rent amounts the Tenant paid during her tenancy other than confirming her personal knowledge that the Tenant paid \$1,200.00 for May 2025.
11. The Tenant testified that she never signed anything with respect to her tenancy, neither a guest registration document nor a tenancy agreement. She testified she rented her rental unit as a residential unit, starting in October 2023 when she paid \$1,110.00 in monthly rent, and simply paid rents month-to-month (via ODSP) to JC's personal account. The Tenant testified there was no "motel" document respecting her tenancy, there were no receipts ever issued to her from a "motel", and that if needed, she could produce e-transfer payments for "rent" from ODSP to the Landlord (the person), from October 2024 to June 2025. I did not allow any for anything but the April 2025 "rent" payment to JC (exhibit TT#1), which was to evidence the rent payment arrangement.
12. The Tenant testified that during her tenancy, there were no transient tenants (less than 30 days of tenancy), as all stayed longer than 30 days, usually into months and years of tenancy.
13. Indeed, LTB findings of fact are made on a balance of probabilities, and the applicant of any claim has the onus of proving that claim on said balance. For this preliminary issue of LTB jurisdiction, the Landlord is the claimant and has the onus to prove on said balance. And here, I believe both parties had a full opportunity to bring their case and evidence before me, so that a proper and fair hearing could be held.
14. Based on the best evidence given to me to consider by the parties, I find that on a balance of probabilities the Tenant rented the rental unit from the Landlord as a residential unit, not a motel room or a temporary accommodation or something equivalent
15. I understand the property is styled and operates to some degree as a lodging facility -i.e. there are other residents who may be motel-type guests -- but I do not find the tenancy here squarely fits into that description. Exhibit TT#1 certainly shows ODSP paying "rent" to the Landlord (the person) in April 2025, which supports the Tenant's position of a residential tenancy. Further, the Tenant's direct testimony is that she entered into a residential tenancy for the rental unit. In my view, the Tenant appeared to understand well the differences in a residential tenancy versus other types of tenancies (such as temporary or transient), and so I accepted her *viva voce* evidence and exhibit TT#1, which in the end were not controverted in any substantial way by LLA. LLA was unable to provide anything meaningful in respect of the terms or nature of the tenancy prior to her becoming the property and compliance manager in May 2025.
16. I directed the parties to proceed with the T1 merits hearing.

17. The T1 claims are limited to the 1-year period prior to the filing of the T1 application – i.e. the claims go back to June 17, 2024. The Tenant understood this limitation of the T1 application (reference: subsection 135[4] of the Act).
18. The Tenant presented her claims of illegal rent being paid by stating her monthly rents were increased twice from October 2024 to June 2025. She corrected the information in the T1 application by stating her dates (the years) were wrongly set out therein, and she declared/affirmed the rents she was charged and paid from October 2024 to June 2025. Her claim relates to the following rents:

<i>Rental Period</i>	<i>Rent claimed by Tenant that was charged by Landlord</i>	<i>Rent claimed by Tenant as paid</i>
October 1-31, 2024	\$1,100.00	Yes, in full
November 1-30, 2024	\$1,100.00	Yes, in full
December 1-31, 2024	\$1,100.00	Yes, in full
January 1-31, 2025	\$1,150.00	Yes, in full
February 1-28, 2025	\$1,150.00	Yes, in full
March 1-31, 2025	\$1,150.00	Yes, in full
April 1-30, 2025	\$1,200.00	\$1,150.00 paid by ODSP per TT#1
May 1-31, 2025	\$1,200.00	Yes, in full
June 1-30, 2025	\$1,200.00	No – not paid.

19. LLA was unable to confirm or deny these monthly rent charges or monthly rent payments, and again, I relied on the best evidence before me, which was the Tenant's *viva voce* evidence, along with TT#1.
20. I therefore find that the Landlord failed to comply with the relevant statutes under the Act respecting increases in rent.
21. First, I find the Landlord did not provide the Tenant with any notice of rent increase (NORI), for either of the two rent increases shown above in the table of paragraph 14. Subsection 116(1) of the Act states, "*A landlord shall not increase the rent charged to a tenant for a rental unit without first giving the tenant at least 90 days written notice of the landlord's intention to do so.*"
22. Second, I find the Landlord raised the rent twice within a 12 month period, which contravenes subsection 119(1) of the Act. That sub-section states:

"119(1) A landlord who is lawfully entitled to increase the rent charged to a tenant for a rental unit may do so only if at least 12 months have elapsed,

(a) since the day of the last rent increase for that tenant in that rental unit, if there has been a previous increase; or

(b) since the day the rental unit was first rented to that tenant, if clause (a) does not apply.”

23. Consequently, I find the lawful rent that was \$1,100.00 per month was unlawfully increased by \$50.00 on January 1, 2025 to \$1,150.00, and then again unlawfully increased by \$50.00 on May 1, 2025 to \$1,200.00. That means a total of \$300.00 were unlawfully paid by the Tenant to the Landlord for the 6-month period of January 1, 2025 to June 30, 2025. See Table 1 in the postscript for the calculations relevant to this finding.
24. This \$300.00 is to be ordered below for reimbursement to the Tenant, and there is no filing fee to be assessed (as there was a fee waiver in place).
25. I was not given any information about a last month's rent deposit, that is, whether there was one or not. This is of particular importance as the parties agreed that the Tenant paid no rent for the last month of tenancy, that is for June 2025. As this was inadvertently missed by me at the hearing, the order below reflects the possibilities of no last month's rent deposit, versus a last month's rent deposit.
26. On a final note, LLA did raise a question of abuse of process, citing LTB's Rule A8 as one of her preliminary issues. She submitted that the Tenant filed the T1 application in bad faith and out of malice. In the hearing itself, I found nothing presented by LLA to suggest in any material way that the Tenant brought this application in bad faith, or was acting out of malice. In my view, the Tenant as well as LLA presented their respective cases in a clear, consistent and credible fashion. The Tenant's T1 application did have merit as the Tenant was successful before me at the hearing.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$300.00. This amount represents \$300.00 for excess rent collected in the period of January 1, 2025 to June 30, 2025.
2. If there was a last month's rent deposit that was being held by the Landlord, then that last month's rent deposit is to be used to pay the monthly rent of June 2025 in the amount of \$1,100.00 for that month.
3. If there was no last month's rent deposit that was being held by the Landlord, then the \$300.00 order for payment to the Tenant by the Landlord is to be deducted from the \$1,100.00 monthly rent that was due for June 2025.
4. The parties are ordered to undertake a final accounting of rents paid and/or rents owing for the January 1, 2025 to June 30, 2025 time period using a lawful rent amount of \$1,100.00.
5. The Landlord or the Tenant shall pay the other the full amount owing by March 2, 2026.
6. If the Landlord or the Tenant does not pay the other party the full amount owing by March 2, 2026, that party who is required to pay will owe interest. This will be simple interest calculated from March 3, 2026 at 4.00% annually on the balance outstanding.

7. The Tenant or the Landlord has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 19, 2026

Date Issued

Alex Brkic

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.

Table 1
Calculations of Unlawful Rent Payment

<i>Rental Period</i>	<i>Rent charged by Landlord</i>	<i>Rent paid by Tenant</i>	<i>Amount of unlawful rent paid by Tenant</i>
January 1-31, 2025	\$1,150.00	\$1,150.00	\$50.00
February 1-28, 2025	\$1,150.00	\$1,150.00	\$50.00
March 1-31, 2025	\$1,150.00	\$1,150.00	\$50.00
April 1-30, 2025	\$1,200.00	\$1,150.00	\$50.00
May 1-31, 2025	\$1,200.00	\$1,200.00	\$100.00
June 1-30, 2025	\$1,200.00	Nothing paid	0