



Order under Section 69 Residential Tenancies Act, 2006

Citation: LEACH v TINGLEY, aka DAVID SCOTT, 2026 ONLTB 16273

Date: 2026-02-25

File Number: LTB-L-096305-25

In the matter of: MAIN, 10 SUFFOLK ST W
GUELPH ON N1H2H8

Between: CAMILLA LEACH
BRIAN McFALONE

Landlords

And

DAVID TINGLEY, aka DAVID SCOTT
MARY GUENO, aka MARY CARL GUIAO

Tenants

CAMILLA LEACH and BRIAN McFALONE (the 'Landlords') applied for an order to terminate the tenancy and evict DAVID TINGLEY, aka DAVID SCOTT and MARY GUENO, aka MARY CARL GUIAO (the 'Tenants') because the Tenants did not pay the rent that the Tenant owes.

CAMILLA LEACH and BRIAN McFALONE (the 'Landlords') also applied for an order to terminate the tenancy and evict DAVID TINGLEY, aka DAVID SCOTT and MARY GUENO, aka MARY CARL GUIAO (the 'Tenants') because the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.

This application was heard by videoconference on January 22, 2026.

The Landlords' Legal Representative, Tim Kelly, the Landlords and the Tenants attended the hearing.

Preliminary Issues:

1. The Landlords' Legal Representative advised the Board that they would be withdrawing their L2 application regarding the alleged illegal act. As such, this hearing will only address the L1 application.
2. The Tenant, Mr. Tingley brought up a preliminary issue and stated that he was not a Tenant but that he was an employee of the Landlord. He stated that he continues to act as the property manager for this rooming house complex and that he continues to reside in

the unit. He further submitted that the Landlords had no valid reason to terminate his position as a property manager.

3. The Tenant, Mary Gueno submitted that she also was not a Tenant and that she has never resided in the rental unit. She stated that she has used one room in the rental complex where she stores some possessions. She further stated that she will not be participating in the hearing and she is requesting that her name be removed from this application.
4. The Landlords stated that Mr. Tingley and Ms. Gueno moved into the rental unit in August of 2023 and they have had many meetings with both Tenants regarding the management of the rooming house. They submitted that Mr. Tingley acted as a live-in property manager from August of 2023 until the Landlords terminated the property manager on June 25, 2025 as they were not satisfied with his services. The Landlords stated that they brought this application as the Tenant continues to reside in the rental unit despite the fact that his position was terminated and he has refused to pay rent.
5. I find that Mr. Tingley is a Tenant as he received accommodation in lieu of a salary while working as the Landlords' property manager. Mr. Tingley also filed a T2 application against the Landlords on February 25, 2025 which has not yet been heard. I make no findings regarding Ms. Gueno's status as I was not provided with any documentation to support her position. As everyone agrees that Mr. Tingley is residing in the rental unit, I am referring to Mr. Tingley as the Tenant in this application.

Determinations:

6. The Landlords served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). For the reasons set out below, I find that the N4 notice is deficient and that this application must be dismissed.
7. The N4 notice of termination sets out the monthly rent at \$1,000.00 per month when the Tenant was employed as the property manager and the rent changed to \$1,300.00 per month after Mr. Tingley's position was terminated.
8. The Landlords testified that the rent from August of 2023 to present was calculated based on the amount of renovations and work that was completed by the Tenant while he was residing in the rental unit. Camilla Leach stated that she made these calculations in February of 2024 in coordination with the Tenant and that both parties agreed on the numbers.
9. The Landlords presented a chart which set out various jobs that Mr. Tingley completed over the years and showed their deductions from the rent for his work. This chart also included payments that the Tenant received from other tenants in the rooming house which were taken into account when calculating the amount of rent outstanding.
10. The chart provided by the Landlords commenced in August of 2023 which showed free accommodation for August and September of 2023, then October of 2023 through April of 2024 showed that the accounts were "settled". The chart then showed that rent was \$1,000.00 per month starting on May 1, 2024 with some deductions for work completed by the Tenant. As of December of 2024, this chart showed that the Tenant owed \$6,250.00 in

rental arrears. The rental arrears continued up to October of 2025 when the Landlords' application was filed.

11. The Landlords provided no written agreement or lease with the Tenant regarding any amount of rent that would be paid by the Tenant.
12. Mr. Tingley testified that he had never agreed to pay rent for the rental unit that he was residing in as he was the property manager for the building and that he did this job 24 hours a day. He stated that he enforced the house rules, found new tenants and managed the operation of the rooming house.
13. The Tenant stated that he did not take part in any meeting with Camilla Leach in February of 2024 and he did not agree with any of her calculations assessing rent and rental arrears.
14. The Tenant has issued an invoice to the Landlords for renovation work that he completed under his business name, David Scott Services in the approximate amount of \$23,000.00 and he stated that his account has not been paid by the Landlords.

Analysis

15. I find that the parties did not have a "meeting of the minds" on the monetary value of Mr. Tingley's services prior to or during his employment as the property manager of the building. The Landlords and the Tenant also did not quantify how the monthly rent would be calculated or if rent would be charged, prior to entering into this arrangement.
16. Further, the parties have not demonstrated to me what the estimated market value of the rental unit is. Without this information, I have no way of assessing whether \$1,000.00 per month or \$1,300.00 per month is appropriate in these circumstances.
17. As such, I find that the N4 notice of termination is deficient in the circumstances as the monthly rent has not been quantified by the parties. In addition, it is not possible to calculate the rental arrears after the fact without knowing the market value of the Tenant's residence.
18. As the N4 notice is deficient, the application must be dismissed.
19. Of note, section 93 of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") states (1) If a landlord has entered into a tenancy agreement with respect to a superintendent's premises, unless otherwise agreed, the tenancy terminates on the day on which the employment of the tenant is terminated and (2) A tenant shall vacate a superintendent's premises within one week after his or her tenancy is terminated." As this section of the Act deals with a comparable situation, it may be of assistance to the parties.

It is ordered that:

1. The Landlord's application is dismissed.

February 25, 2026

Date Issued

Carrie Bertrand

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.