



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

Citation: Croxon POA for Christine Todd v Casserly, 2026 ONLTB 25617

Date: 2026-03-30

File Number: LTB-L-048601-25

In the matter of: 1032 Torrance Road
Torrance ON P0C1M0

Between: Christine Todd Landlord

And

Mitchell Casserly Tenant

Christine Todd (the 'Landlord') applied for an order to determine whether the *Residential Tenancies Act, 2006* (the 'Act') applies.

This application was heard by videoconference on March 24, 2026.

Only the Landlord's Power of Attorney Paula Croxon attended the hearing.

As of 9:23 am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. The Tenant did not join during the scheduled block and the LTB technical team did not advise of any related issues. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

The Role of Paula Croxon

1. Paula Croxon (PC) is the daughter of the Landlord and acting as Power of Attorney (POA) for her mother. The Continuing Power of Attorney for Property was submitted as evidence. It is dated and signed December 28, 2021 (DOC5813810).
2. PC said that her Mother is suffering from dementia and currently resides in a long-term care facility. She moved into the assisted living facility around two years ago.
3. I am satisfied that PC is has the legal authority to act on her Mother's behalf.

Does the Act Apply?

4. PC filed the A1 application on June 3, 2025, seeking a declaration that the Act does not apply to this circumstance.
5. By way of background, the Landlord is the title holder of the property subject to this application. It is a single family home, with two bedrooms, one bathroom and a kitchen. The Landlord lived here for more than twenty years prior to moving to long-term care. At no time did the Landlord rent rooms.
6. PC testified that, on or around early April 2023, her nephew, who had recently been discharged from a rehabilitation centre, went to visit his Grandmother for the weekend and to retrieve his car which had been stored there. However, he never left the property.
7. PC said that that her sister did not want to attend this hearing to testify as she did not want to be responsible for evicting her son from his Grandmother's house.
8. PC said that she has been responsible for her Mother's finances since around 2022. She said that no tenancy agreement was ever entered into with her nephew. There was no oral or written agreement. Her nephew did not pay any rent in exchange for the right to occupy a room.
9. She attempted to remove her nephew from the premises but he told her that his Grandmother "would never put him on the street".
10. Sometime in 2024, PC said her nephew changed the locks at the residential complex and did not provide keys to PC or his Grandmother. She has attempted to visit the residential complex but her nephew has intimidating dogs and she is frightened of them.
11. PC testified that she has not attempted to have her nephew removed as she understood she would need a declaration from the Board with respect to the Board's jurisdiction.
12. PC also said that they need to proceed with the sale of the house to ensure funds for the costs related to her Mother's care.

Analysis

13. As explained at the hearing, in addition to the provisions under s.5 of the Act, the Board must also consider the various definitions found in s.2 of the Act. In order for the Act to apply there must be a "tenancy agreement" between a "landlord" and a "tenant" respecting a "rental unit" and where a tenant pays "rent".
14. If the Act does not apply to this relationship, then the Board does not have the jurisdiction to hear disputes between the parties.
15. The Act provides that a tenancy agreement may be in writing, oral or implied. In this case, there was no evidence of a tenancy agreement in writing or that the parties agreed orally to a tenancy agreement.

16. An implied tenancy may form when the parties treat each other as landlord and tenant even if they have never formalized the relationship or even explicitly agreed to terms. Examples of such conduct include:
- One pays rent to the other, solely on behalf of the Tenant;
 - The purported landlord gives possession of the unit to the purported tenant (like by giving that person keys);
 - The purported landlord takes steps to enforce the rights of a landlord;
 - The purported tenant takes steps to enforce the rights of a tenant; or
 - The parties communicate with each other about issues with the tenancy.
17. Based on the evidence before me and on a balance of probabilities, I cannot find that Christine Todd entered into a tenancy agreement with her Grandson Mitchell Casserly (MC).
18. A close analysis of the various definitions within s.2 of the Act does not conclude that the parties have a landlord and tenant relationship, that rent was paid by MC for the right to occupy. There are simply no hallmarks of a landlord and tenant relationship in this circumstance. Rather, it seems more likely that MC visited his Grandmother and chose not to leave.
19. Even if I am wrong in my analysis, I have also considered s. 5(i) of the Act which describes an exemption as where:
- 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....
20. In relation to the description of the residential property, I find that MC would have been required to share a kitchen and a bathroom with his Grandmother at all material times. While PC's Mother was moved to long term care around 2024, MC moved in while his Grandmother resided at the property.
21. For the reasons above, I find the Act does not apply
22. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

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

March 30, 2026
Date Issued

Dana Wren
Member, Landlord and Tenant Board

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