



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-088134-25

In the matter of: 212 County Rd 46
Havelock ON K0L1Z0

Between: Earl Mapes Landlord

And

Derek Henry Tenant

Earl Mapes (the 'Landlord') applied for an order to terminate the tenancy and evict Derek Henry (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on February 10, 2026.

Only the Landlord's Legal Representative, Deanna Michelle Veinott, and the Landlord attended the hearing.

As of 11:41 a.m., 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. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. At the outset of the hearing, there was a preliminary issue raised that the Board could lack jurisdiction to hear the matter as the parties may not have a Landlord and Tenant relationship to which the *Residential Tenancies Act, 2006*. ('the Act') applies. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Landlord asked that the Board make an order determining the issue of jurisdiction, or the Board make an order terminating the tenancy as the Landlord requires possession of the rental unit for the purpose of their own residential occupation for a period of at least one year

3. For the reasons set out below, I find that the Act does not apply to the parties' relationship and, therefore, I do not have jurisdiction to consider this matter and the application is dismissed.

Background:

4. For the purpose of this order only, I will refer to Derek Henry as the Tenant, and Earl Mapes as the Landlord, without attributing to them the legal status of landlords and tenants under the Act.
5. The Landlord purchased the property April 11, 2025.
6. The Landlord testified that he knew the Tenant was living in the rental unit when he acquired ownership of the property in April 2025 and knew that the Tenant was not paying rent as his father was the previous owner, and there was no previous agreement between his father and the Tenant. To the Landlord's understanding, there was no expectation or agreement that any consideration would be paid in exchange for the right to occupy the unit. The Landlord further testified that there has been no agreement between himself and the Tenant about payment of rent. His intention since purchasing the property was to take occupation for himself to reside in the property.
7. The Landlord testified that upon purchasing the property, he attempted to get the police involved to remove the Tenant, but he was directed to apply to the Board for an order, and that if the Landlord did not stay off the property, he would be charged. The Landlord testified that the police deemed him a Tenant and would not assist with removing him from the property. In addition, the Landlord testified that he did hire a previous legal representative to assist with pursuing eviction, but for an unknown reason, the previous legal representative, failed to apply to the Board.

Legal analysis

8. Based on the uncontested evidence before me, I am satisfied on a balance of probabilities that the Act does not apply to the relationship between the parties.
9. If this was a residential tenancy, then section 18 of the Act would apply because covenants run with the land. That means that the Landlord stepped into the shoes of the previous owner regarding any tenancy that existed before the sale. Accordingly, I find it necessary to consider whether there was a tenancy agreement between the Tenant and the previous owner.
10. In *Fuamba v. Irving*, 2024 ONSC 4587, the Divisional Court found that the LTB must consider whether it has jurisdiction over a matter having regard to the "essential character of the dispute".
11. In the present case, I find that the essential character of the dispute is if the Tenant is in fact a Tenant. I much consider whether the Tenant ever had a tenancy agreement with the previous owner and whether there was a meeting of the minds between the Tenant and

the previous owner about such fundamental terms as the amount of rent to be paid and the period/term of the tenancy.

12. In arriving at this determination, I considered the following definitions of “landlord”, “tenant”, “tenancy agreement” and “rent” in section 2(1) of the Act: definitions:

“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 2010 CanLII 25295 (ON LTB) File Number: TEL-02855-10 Order Page 2 of 2 occupancy of the rental unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing . . .

“tenancy agreement” means a written, oral or implied agreement between a tenant and a landlord for occupancy of a rental unit and includes a licence to occupy a rental unit. . .

“tenant” includes a person who pays rent in return for the right to occupy a rental unit and includes the tenant’s heirs, assigns and personal representatives

“landlord” includes,

(a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,

(b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a), and

(c) a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent; (“locateur”)

[emphasis added]

13. I applied these definitions to the facts before me in order to ascertain the real substance of the transactions and activities related to the rental unit as required by section 202 of the Act.
14. I am not satisfied that any of the definitions apply in this case. I am not satisfied that the definitions are met because the Tenant has never paid either the previous owner or the Landlord any rent and there was never any agreement or expectation that the Tenant would do so in exchange for the right to occupy the rental unit.

15. Without a meeting of the minds regarding any fundamental terms of a tenancy agreement, I cannot find that the parties have a tenancy agreement, and I cannot find that the Tenant pays “rent” in return for the right to occupy the rental unit.

It is ordered that:

1. I am not satisfied that this is a residential tenancy relationship, and the application must be dismissed.

April 14, 2026
Date Issued

Samantha Greaves
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.