



Order under Section 31 Residential Tenancies Act, 2006

Citation: Rebelo-Dickie v Cameron-Milley, 2026 ONLTB 24890

Date: 2026-04-13

File Number: LTB-T-018249-26

In the matter of: 20 Meadow Lane
Barrie On L4N7K2

Between: Cassandra Rebelo-Dickie Applicant

And

Nikkolle Cameron-Milley Respondent

Cassandra Rebelo-Dickie (the 'Applicant') applied for an order determining that Nikkolle Cameron-Milley (the 'Respondent'):

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Applicant replacement keys.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Applicant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Applicant.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on March 20, 2026.

The Respondent and the Applicant's grandmother, Jean Fernandes ('JF'), attended the hearing. Jean Fernandes represented the Applicant and provided testimony on her behalf. She explicitly confirmed that she is ready to proceed on March 20, 2026. I will refer to her testimony, evidence and argument as the Applicant's at times. The Applicant's mother, Charmaine Dickie ('CD') attended the hearing as a witness for the Applicant.

Determinations:

1. As explained below, I find that *the Residential Tenancies Act, 2006* (the 'Act') does not apply. Therefore, the application is dismissed.
2. The Respondent made multiple arguments why the Act does not apply. It is not necessary for me to do so because I find that at least one exception was established on a balance of probabilities. It is possible that the Act does not apply for multiple reasons but I asked the

parties not to provide full evidence regarding these arguments in order to keep the proceedings expeditious pursuant to s. 183 of the Act.

3. I find that is more likely than not that the Applicant was required to share the washroom with the named Respondent thus making the unit exempt pursuant to s. 5(i) which exempts rental units where a tenant is required to share a washroom facility.

Shared washroom facility

4. On November 24, 2025, parties signed a “shared accommodation agreement” (document 7523309 in TOP). It is not a standard Ontario residential lease. It states that the Applicant is provided with exclusive use of 4 areas: a 2-piece bathroom, one bedroom, one living room, and a walkout access to the backyard. The rest of the facilities are shared. The document did not reference a tenancy – it referenced an occupancy.
5. It was signed by the Applicant and her mother, CD, as a co-signer. According to the Respondent, the Applicant and JF attended at the property twice before signing the agreement. They reviewed the agreement before signing.
6. It was undisputed that the Applicant’s space did not include a bath or a shower. It was undisputed that the Respondent had the only full bathroom included in her own living space and used it all the time.
7. The Respondent lives in the same house at 20 Meadow Lane with her child. There is only one full bathroom and one full kitchen at the house. There is a half bath in the basement where the Applicant resided. Parties dispute the extent to which there was a kitchenette in the basement.
8. There is no dispute that the Applicant continuously showered in the Respondent’s bathroom that was shared with the Respondent. JF testified that the Applicant used the shower 3 times. This evidence is hearsay and, coincidentally, is the number of times that is undisputed based on messages the Respondent introduced into evidence. The Respondent testified that the Applicant used the shower multiple times a week between November and February. She used it daily at times. Unlike JF, the Respondent has personal knowledge of the Applicant’s use of her shower facilities. The Respondent introduced three messages where the Applicant asks to use her shower (7569500, 7569501, and 7569502) and testified that she has a lot more messages like this.
9. According to JF, the Applicant primarily used the clubhouse shower or CD’s shower but started using the Respondent’s shower because it was a cold winter. This evidence was hearsay.
10. JF testified that the Applicant was promised a new exclusive shower but there is no corroborating evidence to establish this. The parties’ written agreement makes no mention of this. The Applicant herself did not testify at the hearing and JF’s evidence about this was hearsay. The Respondent was cross-examined about this and categorically denied promising a separate/exclusive shower.
11. JF also testified that the Applicant showered at the clubhouse located in the condo complex that she had access to. The Respondent claims that the Applicant had stolen the

fob. This allegation is not before me in this application. It was undisputed that the clubhouse has a public shower available to everyone in the neighbourhood who has a fob.

12. According to JF, the Applicant would have never accepted a shared living space and JF with CD would never put her in such a place. It is hard to accept this testimony in light of the document the Applicant and her mother undeniably signed on November 24th. On cross-examination JF admitted that she was present when the document was signed.
13. CD provided testimony that mostly mirrored JF's testimony. She similarly has very limited first-hand knowledge about the Applicant's use of shower/bathroom facilities. Similar to JF she was involved in the signing of the parties' shared accommodation agreement. Many of JF's questions to her were very leading rendering CD's replies largely unhelpful.
14. Based on the totality of the evidence adduced at the hearing I find that the Respondent met the requisite burden of proof in establishing that the Act does not apply.
15. The Respondent's evidence is consistent with the layout of the house, messages exchanged by the parties and the agreement the parties signed. The Applicant's evidence was largely hearsay, is not supported by any documentary evidence and is contradicted by the agreement the parties signed. JF's and CD's claim that they didn't know what they were signing and that the Applicant didn't know what she was signing is entirely unsatisfactory on its face. It is hard to understand why three separate individuals would approve something none of them understood or agreed with even if I accept, *arguendo*, that the Applicant herself is a vulnerable individual. The bar to establish *non est factum* is high and the Applicant fell far short of clearing this bar. It also does not explain why they wouldn't reach out to the Respondent immediately upon discovering that the document they signed didn't represent their agreement. I find it to be more likely than not that the written agreement accurately represents the parties' agreement and that there was never any additional verbal agreement for the Respondent to provide a new exclusive full bathroom facility to the Applicant at a later date.
16. The application is dismissed as the Act does not apply.

It is ordered that:

1. The *Residential Tenancies Act, 2006* does not apply.
2. The application is dismissed.

April 13, 2026
Date Issued

Vladimir Nikitin
Member, Landlord and Tenant Board

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