



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-022062-26

In the matter of: 29, 162 Settlers Way
Blue Mountains ON L9Y0M4

Between: Amairani Mecxicle Aleman Tenant

And

Richard Sousa Landlord

Amairani Mecxicle Aleman (the 'Tenant') applied for an order determining that Richard Sousa (the 'Landlord'):

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on April 2, 2026.

The Tenant, the Landlord's Legal Representative, C. McMillon, and the Landlord attended the hearing.

The following witness testified at the hearing:
Sharon Munslow (SM), a friend of the Tenant, on behalf of the Tenant.

The terms 'Landlord' and 'Tenant' are used for convenience only in this order as the *Residential Tenancies Act, 2006* (the 'Act') does not apply.

Determinations:

Preliminary Issue – Does the Act apply?

1. At the outset of this hearing, the Landlord's Legal Representative submitted that the LTB has no jurisdiction to determine this matter as the Applicant Tenant is not a Tenant as contemplated by the Act. She submitted that the Applicant Tenant does not pay rent as a

condition to occupy the unit and there is no tenancy agreement with the Landlord. She submitted that the Applicant Tenant unilaterally moved into the unit.

Evidence

2. The Landlord's Legal Representative submitted that the Respondent Landlord is the son of the owner of this property. She submitted that the Respondent Landlord and the Applicant Tenant have a professional relationship and that on occasion she worked on projects in the Blue Mountains area and was given a key to stay in this unit with the Respondent Landlord's father while in that area. She further submitted that the Applicant Tenant had her own residence in Toronto.
3. The Tenant stated that she stopped sharing the unit with the Landlord's father in July 2025 because they agreed (the Landlord and her) that she would be working full-time, and that she would work for him in exchange for paying rent.
4. Under cross-examination, the Tenant confirmed that she noted her move in date to the unit as August 19, 2025 on this application. Also under cross-examination, the Tenant confirmed that her company is Aleman Artistry Services but the Landlord has always paid her using her personal account and she has never invoiced him or charged H.S.T. Under cross-examination when asked about the terms of the arrangement with the Landlord, the Tenant stated that it was an exchange of labour for rent, no details, that she just trusted the Landlord and believed they had a verbal agreement.
5. When presented with copies of two invoices dated in February 12, 2026 from her company to the Landlord (DOC-7691768pgs22-23), the Tenant responded that those were the only two invoices she issued to the Landlord. She also confirmed that the address used for her company on the invoice was her old address and that she left that place on December 15, 2025. Under cross-examination when asked if she had been evicted from that address, she responded "no." When presented with a copy of order, LTB-L-048620-25 issued November 28, 2025, she stated that was an unrelated matter and a separate situation.
6. Under cross-examination, the Tenant confirmed that she sent the following text message to the Landlord in December 2025 (DOC-7691768pg19) which read:

"I actually moved out on Dec 31 I made the decision 2 months ago thinking ... will get be... base on ... you've told me and all the pro... were coming up. I did always communicated with you my intentions of moving up here full time. I'm not trying to stay at your place, i just need time to find a new place that's all."
7. Sharon Munslow (SM) testified that the Tenant has been in the unit for a number of months, receives her mail there and that the Landlord had given her a key. She also testified that when she spoke with the Landlord on February 15, 2026 he said he needed the Tenant to move out because he needed to renovate the place as he has a new tenant for May 1, 2026. She further testified that when the Tenant and her attended the police station, they indicated that a file had already been opened as the Landlord had already attended on February 17, 2026 and they also advised the Landlord that it is an LTB matter.

8. Under cross-examination, SM did not know when the Tenant moved into the unit but did confirm that the Tenant had started off living in the unit with the Landlord's father and then he moved to a nursing home and the Tenant remained there without him. Under cross-examination when asked about whether she had any direct knowledge of a tenancy agreement or the terms of the tenancy, SM responded that but the Tenant had told her that the Landlord was off-setting income because she worked for the Landlord, and she saw text messages wherein they agreed to \$2,400.00 a month. When shown a copy of a text message that was provided into evidence (DOC-7691768pg19), SM confirmed that it could be the message she saw and that she may have just been mistaken with the amounts.
9. The text message dated January 3, 2026 was from the Tenant to the Landlord and read as follows:

"So how do we do this? It's es either you pay me in full the 10K I'm expecting and I move out asap (cause obviously I need money to do that) or you just take 2500 from the 10K as January rent and give me after winter is done to move out. I don't really wanna move out during the winter it kind of sucks."

10. The Landlord confirmed that his father owns the unit for the past four years and that he has since moved into long term care. He stated that he had an arrangement with the Tenant that she could stay there when working in the area but it was never full-time as the Tenant had an apartment in Toronto. He also stated that the Tenant was paid for any work she performed per job site.
11. Under cross-examination, the Landlord responded that he did not recall advising the Tenant to take \$2,400.00 from the amount she owed him for February. Upon providing the Landlord with a copy of a text message exchange between them provided into evidence (DOC-7699181), the Landlord stated that \$2,400.00 is about what the rental would rent for and what they are out because the Tenant had been there since December. He also stated that this was taken out of context.
12. Under redirect, the Landlord confirmed that the text discussion and reference to \$2,400.00 is what his father is out for not being able to rent the unit in January and that his relationship with the Tenant has always been a professional work relationship.

Analysis

13. Based on the evidence before me, I was not satisfied that the parties entered into a tenancy agreement for the rental unit wherein the Tenant worked for the Landlord in exchange for rent. I find it more likely than not that the Tenant had access to the property due to the parties' arrangement wherein she stayed at the unit from time to time when working in the area and then when she was evicted from her own apartment in December, she moved into the rental unit and lived there full time. There was no exchange of moneys or any other compensation for her stay at the property as there was supporting evidence that the Tenant invoiced the Landlord and demanded payment for work she had performed.
14. There was no dispute that the Tenant would stay in the rental unit with the Landlord's father whilst she worked in the area for the Landlord. Given this, I was satisfied that this

was the sole intention of the parties with respect to the property. Since the Tenant was permitted to stay at the property, I find it likely that was the reason she was given a key and had access to the mail. There was also no dispute that the Landlord's father moved out of the property and into long term care sometime at the end of last summer.

15. The Tenant asserts that she had a verbal tenancy agreement with the Landlord that she would work on jobs (labour) in exchange for rent after the Landlord's father moved out. However, the Tenant could not provide any specifics as to when this agreement started, what work she was doing for the Landlord, and what amount was discussed being applied to the rent.
16. The Tenant's witness had no direct knowledge of a tenancy agreement between the parties and she relied on what the Tenant had advised her. As well, this witness only became involved after December 2025 and her conversations with the Landlord related solely to the Tenant's allegations in this application.
17. The Landlord's Legal Representative provided a copy of an eviction order from the LTB, which the Tenant acknowledged related to her apartment address in Toronto. That order, LTB-L-048620-25, issued on November 28, 2025 terminated her tenancy at that address as of December 31, 2025. The timing of this eviction order more likely than not aligns with time the Tenant started living at the property full time. Given this I was satisfied that the Tenant simply had no place to go after being evicted from her apartment and decided to go stay at this property which she had access to, and only then asserted that she had a verbal tenancy agreement with the Landlord once the Landlord became aware of the Tenant living there full time.
18. This is evidenced by the fact that the text messages relied upon in support of the Tenant's assertions of a tenancy were only sent after December 2025 and any discussion of work in exchange for rent were solely initiated by the Tenant in those messages. As per the text message described in paragraph 6 above, the Tenant clearly states, "I actually moved out on Dec 31 ...," and "I'm not trying to stay at your place, i just need time to find a new place that's all."
19. As well, in the text messages relied upon by the Tenant in an attempt to contradict the Landlord's testimony, wherein he stated, "Your at 2400 for January and now another 2400 for Feb," I was satisfied with the Landlord's testimony that this was simply because she was living there and the Landlord's father could not rent the unit. Especially given that the Landlord's response was only after multiple text messages from the Tenant stating: "I gotta get pay ..." "First," "Can't move without any money sir..." "Before you start putting that as an excuse to not paying me," and "If you don't have money to pay me I'm sorry but I'm gonna live that money here."
20. Given the context of these text messages, I was satisfied that the Tenant was asking to get paid for work she did for the Landlord and if she is not paid then she will live that money out in the unit. This does not amount to an agreement between the parties. The Tenant is threatening the Landlord that if she is not paid she is simply continuing to stay at the property and live out what she is owed. Additionally, if the Tenant's understanding were that she was living in the rental unit in exchange for labour, why would she be asking to be paid by the Landlord at all. The Tenant's evidence was simply not credible as it was

contradicted by her own supporting documentary evidence such as the eviction order, the text messages and the invoices sent to the Landlord.

21. Therefore, I find that a tenancy agreement did not exist between the parties for this property. I find it more likely than not that the parties' intent was for the Tenant to stay temporarily in the property while working in the area as permitted by the Landlord. Since there is no tenancy agreement between the parties, this relationship is not covered by the Act.

22. Consequently, the application is dismissed.

It is ordered that:

1. The application is dismissed.

April 20, 2026

Date Issued

Lisa Del Vecchio

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.