



Order under Section 31 Residential Tenancies Act, 2006

Citation: Uthayakumar v Uthayakumar, 2026 ONLTB 39905

Date: 2026-05-20

File Number: LTB-T-036975-26

In the matter of: Basement, 36 Autumn Blvd
Brampton ON L6T2V9

Between: Susan Uthayakumar Applicant

And

Ranjith Uthayakumar Respondent

Susan Uthayakumar (the 'Applicant') applied for an order determining that Ranjith Uthayakumar (the 'Respondent'):

- 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.

This application was heard by videoconference on May 15, 2026.

The Respondent and the Applicant attended the hearing. The Applicant was represented by Jaspreet Syan. The Respondent was represented by Shikha Kapoor. The Applicant's sister, PC, attended the hearing as a witness for the applicant. The Respondent's wife (AU), and mother-in-law (MM) attended the hearing as witnesses for the Respondent.

Determinations:

1. For the reasons below, I find that the relationship between the parties was never a landlord-tenant relationship within the meaning of *the Residential Tenancies Act, 2006* (the 'Act') and the application is therefore dismissed.

Background and undisputed facts

2. This is fundamentally a family dispute between a mother, her son and her son's new family.

3. The Applicant is the Respondent's mother.
4. The 3 witnesses are parties' family by blood or by marriage.
5. It is undisputed that there is no written agreement between the parties.
6. It is undisputed that there is no consistent history of payments one would typically find in a landlord-tenant relationship, e.g. of a fixed sum on or before a specific date of every month. There was no first and last month's rent deposit.
7. The Applicant invites the Board to infer various parts of an alleged verbal tenancy agreement from parties conduct and other indirect evidence. The Respondent argues that there was no such agreement.
8. The parties used to live together in a unit they rented before the Respondent got married.
9. They subsequently moved in with his wife's parents.
10. The Respondent then purchased a house and parties verbally agreed that the Applicant, the Respondent, his wife AU, and their newborn child would all live together. Various parts of this agreement are in dispute.
11. The parties occupied the house in December 2025. The Applicant provided \$7,000 toward the downpayment. This amount was later returned to her.
12. The Applicant may have initially lived upstairs but for most of her occupancy, if not all of it, she occupied the basement. The basement has its own washroom and a kitchen(ette).
13. She made no other payments in December 2025 but paid \$400 cash for repairs in the basement because there was a leak. She arranged these repairs herself.
14. She then paid the Respondent \$800 in early January 2026. This represented \$600 for January and \$200 for December with December payment reduced by \$400 she paid for repairs.
15. On or about February 3, 2026, the Respondent gave the Applicant a letter telling her to move out and that she is not a tenant. He returned \$1,200 to her. Parties recorded this interaction. The Applicant claims that the Respondent then changed his mind, and she paid \$1,200 to him again. The Respondent denies it.
16. The Applicant sent \$600 by e-transfer to AU in March 2026. The e-transfer was returned to her.
17. The Respondent locked the Applicant out of the house on April 18, 2026, giving rise to this application alleging illegal lockout.

Position of the parties and disputed facts

The Applicant

18. The Applicant claims that there is a binding verbal tenancy agreement for her to occupy a self-contained basement unit for \$600 a month, all inclusive (including the internet).

19. The Applicant was unable to provide a consistent date when rent was due. In one of the recordings she submitted into evidence she says that rent is due on the 20th (document 7931093). At the hearing she testified that rent was due on the 27th or the 28th. She couldn't be more specific. Her testimony at the hearing was that rent was paid as follows: 2 months worth of rent on January 3rd, then February rent paid in cash on an unspecified date, attempt to pay March rent was made by e-transfer on the 26th or the 27th, and then in cash on April 8th or 9th. April rent was never paid because the lockout occurred before rent would be due.
20. The Applicant relies on her testimony, the testimony of her sister, and some corroborating evidence (video/audio recordings 7931093, 7931119, 7931205 and a few pages of document 7931890).
21. Her sister was a largely unhelpful witness. She is not an objective third party. She has no direct personal knowledge of the parties' agreement. The only relevant direct evidence she provided was her testimony that she saw the Applicant give the Respondent \$600 cash in April 2026.
22. In my view, the Applicant's most persuasive evidence is document 7931093 being her recording of a conversation she has with the Respondent, in which he asks for money, and they both refer to the \$600 payment as "rent".
23. Video 7931119 shows the Respondent giving the Applicant the "eviction" letter and \$1,200.
24. Recording 7931205 is a recording of her conversation with a police officer. It is meant to support the Applicant's position that she didn't share a kitchen or a washroom with the Respondent.
25. The Applicant testified that she moved into her son's home because he pressured her to do so. He didn't want her to help someone else pay down the mortgage and wanted her to help him instead.
26. She always intended to be a tenant, and the true nature of their relationship was that of a landlord and a tenant. Her son coached her to tell people that it wasn't so in order to avoid applying for a rental license. She previously had a similar secret arrangement while living with her son's in-laws.
27. On cross-examination the Applicant was unable to explain why she didn't have a recording of her making the disputed February payment to the Respondent. She provided an incredible explanation that she didn't have time to take out a phone to record it and/or didn't think she needed to record this interaction at that time. This answer defies belief in the context of her recording the parties' interaction on February 3rd, her receiving a notice from the Respondent that she is not a tenant, and in light of the broader history of the parties' relationship.

The Respondent

28. The Respondent testified that he and his mom agreed that she would live in his house as a member of the family and would give him \$600 as "family help" money.

29. He relies on an audio recording from November 2025 (7933170) in which he specifically asks the Applicant to confirm that she is not a tenant, that she will not be asserting tenancy rights, that and that parties will be working on their relationship.
30. The Applicant wishes that the Board disregards her recorded statement. She claims that it was made essentially due to coercion and under duress, and/or as part of a rehearsed speech the Applicant prepared for her.
31. I find this recording very persuasive. It is clear and unambiguous. It speaks directly to the intention of the parties to not establish a residential tenancy. It predates the alleged tenancy and the parties moving into the house. If the Applicant didn't believe what she was saying in the recording, this conversation would at the very least put her on notice that her son will take the position that she is not a tenant if she chooses to live with him. She could have easily chosen not to move in with her son after this conversation took place. She clearly had advance warning that he intends to deny her any rights under the Act. Both parties clearly had the Act in mind before they even moved into the house.
32. The Respondent doesn't deny receiving some funds from the Applicant. He describes them as "family help" money and says that all the money have been returned to the Applicant. \$1,200 was returned to her in February. He did not collect it again. The e-transfer was returned. No other payment was made.
33. Document 7933162 contains messages exchanged by the parties in January 2026. In these messages the Respondent "corrects" the Applicant and "reminds her" that the \$600 payment is not rent – it is simply family help money. In the message he writes that she was never a tenant. She doesn't dispute it.
34. He testified that there was never verbal tenancy agreement. To the contrary, parties agreed that they would just live together as a family.
35. The sum of \$600 was agreed upon based on what the Applicant suggested she can add to his household budget to help him and his family.
36. The Respondent testified that he used the word "rent" on one occasion simply because he was in the middle of a heated argument with the Applicant and she kept using the word "rent" so he repeated her word. He previously consistently corrected her whenever she tried using such terms.
37. The parties' relationship deteriorated, and he told her that he wouldn't need her "help money" anymore and asked her to move out. He never accepted money from her again and returned the money she gave him.
38. He doesn't deny that she has been prevented from accessing the home since April 2026.
39. The Respondent's witnesses were unhelpful. They are not arms-length objective parties. They had no direct knowledge of the parties' agreement and provided primarily hearsay evidence about it.

Law and analysis

40. Section 1 outlines the purpose of the Act: The purposes of this Act are to provide protection for **residential tenants** from unlawful rent increases and unlawful evictions, to establish a framework for the regulation of residential rents, **to balance the rights and responsibilities of residential landlords and tenants** and to provide for the adjudication of disputes and for other processes to informally resolve disputes. [emphasis added]
41. Adjudicating disputes between mothers, their sons, and their in-laws is not one of the purposes of the Act even if these family members happen to live together.
42. S. 2(1) contains some definitions, including:

“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;

“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 occupancy of the rental unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing, but “rent” does not include,

(a) an amount paid by a tenant to a landlord to reimburse the landlord for property taxes paid by the landlord with respect to a mobile home or a land lease home owned by a tenant, or

(b) an amount that a landlord charges a tenant of a rental unit in a care home for care services or meals;

“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, but “tenant” does not include a person who has the right to occupy a rental unit by virtue of being,

(a) a co-owner of the residential complex in which the rental unit is located, or

(b) a shareholder of a corporation that owns the residential complex;

43. Under s. 202(1), the Board is to ascertain the real substance of all transactions: In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

(a) may disregard the outward form of a transaction or the separate corporate existence of participants; and

(b) may have regard to the pattern of activities relating to the residential complex or the rental unit.

44. The Respondent relies on the exemption contained in s. 5(i) of the Act arguing that that it applies to the rental unit: “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”.

45. The Respondent bears the burden of proof on a balance of probabilities in establishing that the exemption applies. I do not find that he met this burden. The unit has its own washroom and its own kitchen(ette). There is no written agreement that it would be shared with the Respondent. The Respondent’s and his wife’s oral testimony that they have used the downstairs washroom is insufficient to meet the burden of proof in my view.

46. I find that it is more likely than not, however, that the real substance of all transactions and activities relating to the residential complex was not a residential tenancy but a family relationship.

47. The family relationship deteriorated as it often does – especially when it involves deceit, a messy history of conflict, in-laws living together, cash payments being made under the table, and parties secretly and openly recording each other indicating deeply rooted mutual mistrust.

48. There is documentary evidence of both parties accepting the other party’s characterization of their relationship. The Respondent refers to the payment as “rent” once. The Applicant accepts repeatedly that she is not a tenant. Having considered the totality of the evidence, I find that on the balance of probabilities the Respondent’s evidence is more persuasive.

49. I find that it is more likely than not that the Applicant made exactly one cash payment to the Respondent, being the payment of \$800 she made in early January 2026. I do not accept her testimony that she made additional payments of \$1,200 for December and January on or about February 5th, \$600 for February on an unspecified date, and \$600 for March in mid-April. It is effectively impossible for the Respondent to prove that a cash payment was *not* made, the Applicant has an evidentiary burden of proof to prove that a cash payment was made. Courts have held that a tenant bears the evidentiary burden of proof that a disputed payment was made (see *Mauti v. Gibbs*, 2019 ONSC 3355 (CanLII)). I did not find the Applicant’s evidence, which consisted solely of oral testimony, to be sufficient to satisfy this evidentiary burden of proof in light of the Respondent’s witness

testimony to the contrary. I also note that both of these disputed payments were supposedly made after the parties started recording interactions between them. I draw a negative inference from the lack of any independent evidence to corroborate the Applicant's story.

50. It is similarly nearly impossible to prove that there *wasn't* a verbal tenancy agreement although the Respondent came close to having such evidence with his audio recording of the Applicant explicitly agreeing that she will not be a tenant in November 2025. In my view, the evidentiary burden of proof is similarly on the Applicant to establish the alleged verbal tenancy agreement. This would be consistent with *Mauti v. Gibbs*. Ultimately, even if I am wrong about this, I find that the Respondent established that it is more likely than not that no verbal tenancy agreement existed.
51. A relationship where a mother, her son, her daughter-in-law, and her grandchild live together under one roof without any written lease agreement is a *prima facie* a family relationship rather than a landlord and tenant one.
52. The payment history of a single payment on a random date is much more consistent with "family help" money than it is with a legitimate landlord-tenant relationship with a fixed amount of rent payable on a certain date. The date of payment is also entirely inconsistent with the Applicant's already vague and inconsistent testimony about the date when "rent" was supposedly due. The payment was made on or about the 3rd, whereas she testified that rent was due on the 27th or the 28th. The amount of "rent" is also completely disconnected from market reality and is much more consistent with a family arrangement. I prefer the Respondent's version of the events about the nature of this payment, and the history of how this amount was chosen by the Applicant based on her ability to pay.
53. Overall, I find that it is more likely than not that there was no landlord-tenant relationship between the parties. They were a family that lived together and had an agreement about how they would live together, which included help with downpayment and the Applicant contributing to a family budget. I find that it is more likely than not that it did not include a landlord-tenant relationship for the Applicant's occupation of the basement space.
54. Any grievances the parties may have are, therefore, not within the purview of the Landlord and Tenant Board.
55. The application is dismissed.

It is ordered that:

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

May 20, 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.