



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-039249-26/LTB-L-035897-26

In the matter of: 18 Scarboro Street
Mississauga ON L4T1E4

Between: Dwayne Corton Reid Tenant

And

Colleen May Bowling Landlord

Dwayne Corton Reid (the 'Tenant') applied for an order determining that Colleen May Bowling (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.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on June 1, 2026. The Landlord and the Tenant attended the hearing.

Preliminary Issue:

Does the Residential Tenancies Act (the Act) apply?

1. The Landlord raised a preliminary issue that the Act does not apply to the tenancy. As the Landlord argues the exemption, the onus lays with them to prove on a balance of probabilities that the Act does not apply.
2. The Landlord is the mother of the Tenant, which provides context to the living arrangement between the parties. The parties agree that in or around May 2024 the Tenant first moved into a room located inside the house at 18 Scarboro Street in Mississauga. At all material times the Landlord owned and resided in the house. The parties agree that they shared a kitchen and bathroom in the house.
3. In or around November 2025 the Tenant moved into the garage, which is a separate, isolated unit from the house containing its own kitchen and bathroom.

4. The Tenant does not dispute that prior to November 2025 the Act did not apply to the tenancy. Rather, the Tenant submits that when he moved into the garage, he created a new tenancy that falls within the jurisdiction of the Board. On the contrary, the Landlord's position is that there was never a tenancy at all, rather the Tenant is her son who was living in her house and contributing towards the household expenses by making sporadic payments to her.
5. The Tenant testified that once he moved into the garage he disposed of the key to the house and no longer accessed it for any purpose. In cross-examination, the Tenant admitted that in December 2025 the toilet and shower in the garage did not work and, upon request to the Landlord, he frequently used the bathroom in the house. The Tenant testified that this arrangement stopped "sometime in the winter", and he resorted to uses the bathroom in public restrooms.
6. To contrast the Tenant's evidence, the Landlord testified that the Tenant uses her bathroom freely, entering the house with his key. Additionally, the Landlord testified that the Tenant cooks in her kitchen and often uses her fridge. Furthermore, since the kitchen in the garage is part of the house, the Landlord testified that she freely enters the kitchen on a weekly basis to cook.
7. In April 2026, the Landlord was informed by the City of Mississauga that the rental unit does not comply with local by-laws therefore it must be returned to a single-family dwelling. The Landlord called the police to have the Tenant removed in order to comply with the City's request.
8. The Landlord's evidence was that the police refused to trespass the Tenant, rather they informed her she must serve the Tenant with the appropriate notices of termination in order to have the Board consider eviction. On April 3, 2026 the Landlord served the Tenant with an N4 Notice as well as an N12 Notice for her own use. No L1 or L2 applications were filed with the Board. The Landlord subsequently learned that she should instead file an A1 application (LTB-L-035897-26) to have the Board determine whether the Act applies to the tenancy. LTB-L-035897-26 was brought forward at the hearing to be dealt together with this preliminary issue on the T2 application.
9. It is the Tenant's position that due to the Landlord serving notices of termination she has acquiesced and acknowledged that the Act applies.

Analysis

10. Section 5(i) of the Act states:

5 This Act does not apply with respect to,
(i) 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.

11. Section 202(1) of the Act states:

202 (1) 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.

12. The parties do not dispute that when the Tenant first moved into the house at 18 Scarboro Street the Act did not apply as the Tenant was required to share a bathroom and kitchen with the Landlord. The Landlord's position is that the Tenant is her son, who was never a tenant in the ordinary sense of the word. Given the evidence and submissions of the parties, and taking into consideration section 202(1) of the Act, I agree with the Landlord. I find that in May 2024 the Tenant moved in with his mother, and there was no intention by the parties to create a binding tenancy. This arrangement continued when the Tenant moved into the garage. This is further evident as there is no actual legal, identifiable unit for the garage, it is simply an extension of the house in which the Landlord allowed the Tenant to reside. Additionally, there were no formal agreements made between the parties to document anything other than this familial arrangement.

13. Even if I had found that there was a original tenancy in the house and a new tenancy created when the Tenant moved into the garage, I would have found that the living accommodation requires the Tenant to share a bathroom and kitchen with the Landlord. I preferred the evidence of the Landlord as it relates to the relationship between the parties and the mutually shared spaces. Specifically, the Landlord's evidence that she uses the kitchen in the garage weekly, and that the Tenant uses both the kitchen and the bathroom in the house daily, was consistent and convincing. On the contrary, the Tenant originally testified that he doesn't use the bathroom in the house, then changed his evidence in cross-examination to explain that he did use the bathroom for some period of time. Overall, the Tenant's evidence was evasive and combative, making it unreliable.

14. Finally, I find the Landlord's explanation about the purpose for serving the notices of termination credible. The Landlord was informed by the police to provide the notices. The Landlord's action of filing an A1 application support her sequence of events as she came to learn the process that she started (by serving the notices) was incorrect. Additionally, I found the Landlord's evidence more credible than the Tenant's evidence as it relates to the purpose of the payments made by the Tenant. The Tenant's position is that since he paid money to the Landlord, a binding tenancy governed by the Act was created. Consistent with the Landlord's position, and on a balance of probabilities, I find that these payments are more properly classified as being made to help the family unit rather than classified specifically as rent. As no formal rent was paid to the Landlord, the Tenant does not meet the definition of tenant pursuant to the Act.

15. As a result, for all the reasons above, I find that the Act does not apply to this tenancy and the application must be dismissed as the Board lacks jurisdiction.

It is ordered that:

1. The Act does not apply to the tenancy, therefore the T2 application is dismissed.

June 5, 2026
Date Issued

Brett Lockwood
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.