



Order under Section 31 Residential Tenancies Act, 2006

Citation: EDMOND v ADVANCED MORTGAGE INVESTMENT CORPORATION, 2026 ONLTB 35278

Date: 2026-06-10

File Number: LTB-T-088361-25

In the matter of: 1432 Leigh Crescent
Ottawa ON K1J8E4

Between: HEBERT EDMOND Tenant

And

ADVANCED MORTGAGE INVESTMENT Corporation Landlord

HEBERT EDMOND (the 'Tenant') applied for an order determining that ADVANCED MORTGAGE INVESTMENT CORPORATION (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.
- did not give the Tenant 72 hours to remove their property from the rental unit or from some place close to the rental unit after the Sheriff evicted the Tenant.

This application was originally heard on April 7, 2026. It was reconvened by videoconference on May 15, 2026.

Only the Landlord's representative, Doug Bourassa, attended the hearing on May 15, 2026. Mohnish Aggerwal appeared as a witness for the Landlord.

The hearing was scheduled as a bilingual hearing, but as both the Landlord's representative and the witness spoke English, the hearing on May 15, 2026 was conducted in English. The order will be published in both French and English.

Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The Landlord's Representative advised the Member that the Tenant had emailed the Board to an outgoing mailbox only two days before the hearing to request an

adjournment. There was no record of the request in the Portal. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Preliminary Issue: Since the Tenancy is not Valid, the Act does not apply

2. At the hearing on April 7, 2026 the Landlord brought a motion to dismiss the application by alleging that the tenancy was not a bona fide tenancy.
3. The matter was reconvened on May 15, 2026 to address this issue.
4. The Landlord pointed to the following indicia in the lease (Exhibit 1) that cumulatively suggest the Tenant created the tenancy to undermine mortgage proceedings:
 - The length of the tenancy is 20 years, and was never registered on title, per *Bank of Montreal v. Smith* 2008 CanLii 28435 (ONSC) and s. 44 of the *Land Titles Act* RSO 1990 c. L 5.
 - The rent is \$500 per month, which is well below market rent and insufficient to pay the mortgage on the property.
 - The Tenancy commenced on June 28, 2023 and is between 8557349 Canada Inc., as Landlord, the directors of whom are the Tenant's son, Jules Mathieu and daughter-in-law, Aimee Jean, and the Tenant, his wife and daughter.
 - The property is a semi-detached townhouse and the same company signed a lease for market rent at \$2,100 with the neighbouring tenants. This suggests family favouritism.
 - It appears the tenancy began on June 28, 2023 before the default judgment on March 22, 2024 against 8557349 Canada Inc and Jules Mathieu and Aimee Jean. The Landlord suggested that creating the tenancy beforehand might have been a way for the Tenant and his son to attempt to undermine mortgage proceedings.
5. In addition to these concerns, I note the following irregularities in the lease:
 - There is an annual rent discount worth 3 months' rent, which would make it difficult to pay the mortgage on the property
 - Rent was to be paid in cash
6. Mr. Aggerwal, the owner of Subhkin Management, which assisted the Landlord in preparing the property for seizure and sale, testified that he attended the property on May 13, 2024 to ascertain if there were any tenants or occupants on site. He was accompanied by his brother, Sandeep, who wrote the report that was admitted into evidence. (Exhibit 2).

He testified that on that day, he knocked on the door and people who identified themselves as Mr. and Mrs. Mathieu answered and confirmed they were not tenants but lived there with their son, Jules Mathieu. Mr. Aggerwal confirmed that these same people were present at the eviction on December 11, 2024. Mr. Aggerwal further confirmed that the man he saw on both of those occasions was the same man who identified himself as the Tenant at the hearing on April 7, 2026. Therefore, I find Mr. and Mrs. Mathieu to, in fact be Hebert Edmond and his wife, Nadia Edmond.

7. I find that Mr. and Mrs. Edmond made representations to Mr. Aggerwal that they were not tenants on May 13, 2024, that they merely lived with their son, Jules Mathieu.
8. The Tenant did not attend the hearing to clarify any of these points on May 15, 2026 and did not file a rescheduling request on consent at least 5 days in advance of the hearing. Therefore, the evidence I have before me from the Landlord is uncontested.

Analysis:

9. It is important to remember that the *Residential Tenancies Act, 2006*, is remedial legislation. Section 1 of the Act provides that:

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.

- 10 Given the purpose of the Act, any claim that the Act does not apply has to be examined carefully to ensure that protections provided by the Legislature to residential tenants are not easily avoided (*Grenadier (Tenants of v. We-Care Retirement Homes of Canada*, [1993] O.J. No.1550 (Div. Court.)). A liberal interpretation of the exemptions from the Act would undermine the objectives of the Act.
- 11 In making findings on an application, section 202 of the Act requires me to determine the real substance of all transactions and activities pertaining to a rental unit with respect to this tenancy.
- 12 The onus or burden of proving the Act does not apply falls on the person claiming the exemption on a balance of probabilities. As the Landlord is claiming the exemption, the onus is on them to prove it on a balance of probabilities.
- 13 Individually, these aspects of the lease might not be enough to suggest the lack of a bona fide tenancy, but together they form a matrix of strong evidence.
- 14 At the original hearing on April 7, 2026, the Tenant was vague in his responses when it was put to him whether he had a valid tenancy, or if he had made representations to Mr. Aggerwal about the purpose of the tenancy.
- 15 I find that re-examining the lease, in concert with Mr. Aggerwal's testimony leads me to conclude that the tenancy was not bona fide on a balance of probabilities. The fact that the

Tenant failed to appear to explain is somewhat curious given that it is his application, the importance of the issue and the impending consequences, and the subsequent determination of the rest of his claims against the Respondent.

16 I therefore find that the Landlord has proven the allegation on a balance of probabilities and the Act does not apply.

17 As a result, the Board has no jurisdiction to hear the Tenant's claims, so the matter shall be dismissed.

It is ordered that:

1. The application be dismissed.

June 10, 2026

Date Issued

Vanessa Davies

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.

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