



Order under Section 69 Residential Tenancies Act, 2006

Citation: Brook v Johnson, 2026 ONLTB 48867

Date: 2026-06-25

File Number: LTB-L-006218-26, LTB-L-007113-26

In the matter of: 108 INNISKILLIN DR
CARP ON K0A1L0

Between: Jesse Brook Landlord
Josée Ethier

And

Christopher (Chris) Johnson Tenant

Jesse Brook and Josée Ethier (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher (Chris) Johnson (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year. (L2 Application)
- applied for an order to determine whether the *Residential Tenancies Act, 2006* (the 'Act') applies. (A1 Application)

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 16, 2026.

The Landlord Jesse Brook, Landlord's Legal Representative Julia MacDonald, and the Tenant Christopher (Chris) Johnson attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order.

Determinations:

A1 application – whether the Act applies

1. The Landlord applied for a determination that the Residential Tenancies Act, 2006 (the "Act") does not apply to Christopher Johnson's (CJ) occupation of the rental unit. Although CJ is identified as the "Tenant" in the application, the issue to be determined in the A1 application is whether his occupation of the rental unit is governed by the Act and whether there is a tenancy between him and the Landlord.

2. The Landlord submitted that CJ originally occupied the rental unit because he was in a relationship with the Landlord's child, who also lived in the rental unit. The Landlord submitted that the arrangement was exempt from the Act under section 5. The Landlord further submitted that, after a domestic dispute, the Landlord's child permanently vacated the rental unit on December 7, 2025. The Tenant did not dispute that the Landlord's child previously lived in the rental unit with him, and agreed that the Landlord's child has not lived in the rental unit since December 7, 2025.
3. The Landlord's evidence was that, after their child vacated the rental unit, the Landlord took steps to notify CJ that the Landlord did not consider his ongoing occupation of the rental unit to be governed by the Act. The Landlord submitted that on December 31, 2025, CJ was hand-delivered written notice advising him that the Landlord considered the occupation of the rental unit to be exempt under section 5 of the Act and requiring him to vacate by January 31, 2026. The Landlord also sought legal advice and filed the A1 application to have the Board determine whether the Act applied.
4. The evidence also established that CJ continued to send payments after the Landlord's child vacated the rental unit. However, I find that the continued payment and acceptance of money in these circumstances did not create a tenancy between CJ and the Landlord. The Landlord's conduct after December 7, 2025 was not consistent with an intention to create a new tenancy governed by the Act. Rather, the Landlord promptly advised CJ that the Act not to apply, required him to vacate, sought legal assistance, and brought the A1 application for a determination from the Board.
5. I also accept the Landlord's evidence that the N12 notice and L2 application were served and filed in the alternative, in the event the Board found that the Act applied. The fact that the Landlord took that alternative procedural step does not, in the circumstances of this case, establish that the Landlord accepted that there was a tenancy governed by the Act.
6. Based on the evidence before me, I find that Christopher Johnson's occupation of the rental unit is exempt from the Act under section 5 of the Act. I further find that the Act does not apply to Christopher Johnson's ongoing occupation of the rental unit and that there is no tenancy between Christopher Johnson and the Landlord that is governed by the Act.

L2 application – Landlord's own use

7. The Landlord also applied under the L2 application for an order terminating the tenancy based on an N12 notice, alleging that the Landlord in good faith required possession of the rental unit for residential occupation. However, I have found in the A1 application that the Act does not apply to Christopher Johnson's occupation of the rental unit and that there is no tenancy between Christopher Johnson and the Landlord that is governed by the Act.
8. As a result, there is no tenancy under the Act for the Board to terminate in the L2 application. It is therefore unnecessary to determine whether the N12 notice was valid, whether the Landlord required possession in good faith, or whether compensation or daily compensation would otherwise be owing under the Act. The L2 application is dismissed because the Act does not apply.

It is ordered that:

1. The Residential Tenancies Act, 2006 (the “Act”) does not apply to Christopher Johnson’s occupation or ongoing occupation of the rental unit.
2. There is no tenancy between Christopher Johnson and the Landlord that is governed by the Act.
3. The Landlord’s L2 application is dismissed.

June 25, 2026

Date Issued

Kyle Anderson

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.