



Order under Section 69 Residential Tenancies Act, 2006

Citation: Marsolais v Germain, 2026 ONLTB 46388

Date: 2026-06-29

File Number: LTB-L-012881-26

In the matter of: 1, 61 GOUGEON ST
Ottawa ON K1L6W8

Between: Sylvain Marsolais Landlord
Tristan Marsolais

And

Raymond Germain Tenant
Johnatan Nadon

Sylvain Marsolais and Tristan Marsolais (the 'Landlords') applied for an order to terminate the tenancy and evict Raymond Germain and Johnatan Nadon (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 9, 2026.

The Landlords attended the hearing.

The Tenant Raymond Germain and their Legal Representative Eric Cabana attended the hearing.

The Tenant Jonatan Nadon attended the hearing.

Determinations:

Address amended

1. At the outset of the hearing, the Landlord verified the rental address of the unit and the application was amended accordingly.
2. The Landlord Tristan Marsolais confirmed their mailing address. They could not explain why Canada Post had been returned their mail back to the Board.

Outcome

3. At the conclusion of the hearing, I had determined that the November 7, 2025, lease is not valid. As a result, the Landlords application was dismissed.
4. As a result, the previous month to month lease remains in effect with the same terms and conditions.
5. Parties agreed that if the November 7, 2025, lease is invalid, that there were no longer any arrears of rent owing.
6. The Tenant Raymond Germain did offer to work with the Landlord to repay the actual electricity costs, once they provided the copies of the actual electricity bills to the Tenant through his legal representative.

Unconscionability

7. The Tenant Raymond Germain submitted that the lease they signed on November 7, 2025 was unconscionable and requested that the Board cancel or annul the lease. (the lease is found at DOC-8052591 starting at page 13).
8. They indicated that the new lease increased rent by \$531.00 per month, in exchange, the Landlord would take over paying for Hydro and pay for telephone, cable and wifi for the Tenants. The lease also clarified that the Landlord would be responsible for lawn maintenance and snow removal; that the Tenant Raymond Germain would not have to do that.
9. They also confirmed that they were not arguing that the Tenant was lacking in capacity to sign the new lease agreement.
10. The Landlord Tristian Marsolais testified. They stated that it was Raymond Germain that had approached them about problems with the former lease. They stated that Raymond Germain had requested to add Johnatan Nadon to added as a co-tenant on the lease. They testified that when the new lease was prepared, they proposed adding services to be provided by the Landlord.
11. They testified that it was their own interpretation that Raymond Germain had wanted to add Johnatan Nadon as a co-tenant; that they were never asked.
12. They testified that when the new lease was signed, they had no reason to believe that Raymond Germain had intellectual issues. They indicated that they only learned of this afterwards when they were asked to cancel the new lease and revert to the old one. At that time they requested documents and the documents they were provided were unclear about the capacity of Raymond Germain.
13. On cross-examination, they were asked if they had ever spoken with Pauline Bissonnette acting for Raymond Germain. They stated that they had heard her name and had no interaction with her. They were shown emails they had exchanged in August and September 2025. In response they stated that they had no understanding that they should discuss issues with her.

14. They stated that they believed Pauline Bissonnette was assisting Raymond Germain because he could not use technology to send emails or access his bank accounts to e-transfer rent payments.
15. They confirmed that the offer to take over hydro and pay for telephone, cable and wifi had not been made to any other tenants in the residential complex.
16. They stated that they thought that the new lease was of mutual benefit to all of the parties. They stated that they thought the Tenants had "buyers regret" about signing the new lease however they were unprepared to cancel it.
17. The Landlord was asked about an Application to End a Tenancy and Evict a Tenant; Tenant Gave notice or Agree to End the Tenancy, form L3 found in DOC-8052591 at page 11. The Landlord stated that this was a mistake, they had thought that the Tenants should end their old lease before they could enter into a new lease. This was prepared by the Landlord Sylvain Marsolais and signed by the Tenant Raymond St Germain.
18. The Landlord testified that Raymond Germain had asked about the Form L3 noted above, and they had advised it was necessary to cancel the old lease so they could make a new one.
19. They also testified that Raymond Germain had asked about who was responsible for the lawn maintenance and snow removal, and they explained that the Landlord was going to take care of that to justify the rent increase.
20. On cross-examination they stated that they had had several discussions about the new lease before it was prepared and signed. However, they also indicated that they were not certain they had discussed the new services prior to signing the new lease. The new lease was their proposal to the Tenants.
21. On cross-examination they confirmed that Raymond Germain did not ask to have Johnatan Nadon added to the lease; did not ask that the Landlord pay for electricity and did not ask that the Landlord pay for telephone, cable and wifi; these had all been proposed by them in the new lease.
22. They confirmed that only the electricity billing had changed after the new lease was signed. The Landlords did not take over the cable, telephone or internet bills.
23. The Tenant Raymond Germain testified. They have resided in the rental unit for the past 48 years. It has 2 bedrooms. They had a roommate before Johnatan Nadon. They signed a room-mate agreement with Johnatan Nadon (see DOC-8052591 beginning at page 7). They stated that their income was ODSP and from part-time employment, where they work between 3-6 hours per week as a dishwasher.
24. They testified that they had a special arrangement with the former landlord that they would perform lawn maintenance and snow removal and that the Landlord would deduct \$40-50 per month from the rent. They stated that the new Landlord did not discuss a similar arrangement.
25. They testified that they could not recall asking the Landlords to add Johnatan Nadon to the lease.

26. They stated that they could not recall signing the Form L3 or the new lease. They stated that they were told by the Landlords to sign it so they did. They felt forced into signing the new lease. They said they were told it was a great deal. They stated that they tried to ask questions and were told that it was good for me.
27. They were asked about the money they receive from the March of Dimes. They could not recall what the money pays for, however they confirmed that they do not pay for telephone, cable or wifi.
28. They stated that they do not like the new lease, because they cannot afford the higher rent.
29. The Landlords did not cross-examine the Tenant.
30. The Tenant Johnatan Nadon testified. They stated that they moved into the rental unit in August 2025. They did not think that Raymond Germain had drafted the room-mate agreements. They agreed they were sharing the rent and hydro expenses. They had learned that there was a room available from their own community support worker.
31. They testified that on November 7, 2025, the Landlord came to their rental unit. Tristian Marsolais was doing some maintenance and Sylvain Marsolais discussed the new lease with them. They stated that it was filled out in front of them. They were told that the Landlords wanted to cover electricity, cable, telephone and wifi. They stated that they did not get a chance to ask questions, it had all happened too quick. They were in effect told to sign the new lease and were pressured to do so.
32. They stated that they could not afford the new rent, it made their finances difficult. They were told to sign by Sylvain Marsolais. They thought it was too good to be true that they would pay for all of those services. They stated that it was the March of Dimes that was paying for cable, telephone and wifi and not them.
33. The Tenant witness Grace Chartrand testified. They are employed at Y's Owl MacLure, an organization that provides support to adults with disabilities. They provide support to maintain independent living.
34. They receive referrals from [Development Services Ontario](#).
35. They received an Urgent Response Referral Form found beginning at Page 25 of DOC-8052591. In the referral, it states that Raymond Germain needs support managing money, finances, housekeeping, meal planning, grocery shopping etc., and support to advocate on his behalf to ensure he does not get taken advantage of. It further states that Raymond Germain is vulnerable and is at risk for exploitation. The report also confirms that Raymond Germain receives "passport funding" (from March of Dimes) to pay for internet, phone and bus pass. The assessment included with the Urgent Referral states that Raymond Germain has an intellectual disability.
36. They stated that both Tenants are a client of Y's Owl MacLure. They stated they try to meet with Raymond Germain every second week. They had introduced the Tenants to each other; they thought they could be a good fit.

37. They stated that they had prepared the roommate agreements with Raymond Germain. They confirmed it was the Tenants that determined the terms of the agreement.
38. They stated that Raymond Germain had not mentioned adding Johnatan Nadon as a tenant to his lease.
39. They stated that they do not believe that Raymond Germain understands the lease they had signed because it takes them many times to explain things that are written to help them understand; therefore, they did not believe Raymond Germain had any comprehension of the new lease.
40. The Landlord's cross-examined the witness on their qualifications as a hand-writing analyst or expert. This was not relevant to the proceedings, and I have given it no weight.

Closing Submissions

41. The Tenant referred the Board to the decision of the Supreme Court of Canada in *Uber Technologies Inc. v. Heller*, 2020 SCC 16, [2020] 2 S.C.R. 118 ('Uber') regarding the applicability of the doctrine of unconscionability. (paragraphs 62 to 79).
42. Although not binding on me, the Tenant also referred to a Board decision in TET-88074-18 (Re), 2018 CanLII 113147 (ON LTB), regarding unconscionability at paragraphs 30 and 34.
43. In referring to these decisions the Tenant submitted that the Tribunal must intervene to cancel the lease. There is an imbalance in bargaining power, it is an improvident agreement for the Tenants. There is no advantage to the Tenants regarding telephone cable and wifi because they were not paying for those services already. Lawn Maintenance and snow clearance obligations were always those of the Landlord. The Landlord did not want to pay the Tenant and the Tenants did not want to do the work anymore.
44. They submitted that the electricity was only costing around \$100.00 per month when paid by the Tenants, and the increase of \$531.00 was not for new services.
45. Regarding Johnatan Nadon, the Landlord's made him a co-tenant with joint liability. Johnatan Nadon did not request it and received nothing in exchange.
46. Although not binding on me, the Landlords referred the Board to SOT-58217-15-RV (Re), 2015 CanLII 111072 (ON LTB) as well as EAL-73899-18-SA-RV (Re), 2018 CanLII 88414 (ON LTB). These decisions refer to capacity or lack of capacity of the tenant. Since capacity was not in issue, I have not given them any consideration.
47. The Landlords submitted that they had no bad intentions when they proposed the new lease. The parties consented signed the new lease, even if the Tenants chose not to obtain legal advice. They submitted that the agreement is not grossly unfair. They submitted that they have a right to have the agreement respected.

Analysis

48. In accordance with Section 38(1) of the *Act* a fixed term tenancy is renewed as a monthly tenancy.

If a tenancy agreement for a fixed term ends and has not been renewed or terminated, the landlord and tenant shall be deemed to have renewed it as a monthly tenancy agreement containing the same terms and conditions that are in the expired tenancy agreement and subject to any increases in rent charged in accordance with this Act.

49. It was undisputed that the Tenant Raymond Germain was on a monthly tenancy. They were not required to sign a new lease.

50. In accordance with Section 121 (1) of the Act, the parties may agree to increase the rent if the Landlord undertakes to provide a new or additional service.

(1) A landlord and a tenant may agree to increase the rent charged to the tenant for a rental unit above the guideline if,

(a) the landlord has carried out or undertakes to carry out a specified capital expenditure in exchange for the rent increase; or

(b) the landlord has provided or undertakes to provide **a new or additional service** in exchange for the rent increase. (emphasis added)

51. Section 124 of the *Act* provides that the agreement under section 121 may be void under certain circumstances.

An agreement under section 121 or 123 is void if it has been entered into as a result of coercion or as a result of a false, incomplete or misleading representation by the landlord or an agent of the landlord.

52. Therefore, for the purposes of determining this issue, I need not apply the doctrine of unconscionability. I must be satisfied on a balance of probabilities that the Tenants entered into the new lease agreement on November 7, 2025, as a result of coercion or as a result of false, incomplete or misleading representations by the Landlords.

Coercion

53. In accordance with section 202(1) of the Act, the Board shall ascertain the real substance of all transactions and activities and the good faith of the participants.

(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.

54. I am satisfied on a balance of probabilities that the Landlords were not acting in good faith when they coerced the Tenants into signing a new lease agreement on November 7, 2025.

55. The Act does not define “coercion”. It is often used in conjunction with harassment.

56. The Divisional Court in *Taber v. Paris Boutique & Bridal Inc.*, 2010 ONCA 157 at paragraph 9 describes coercion:

However, not all pressure, economic or otherwise, can constitute duress sufficient to carry these legal consequences. It must have two elements: it must be pressure that the law regards as illegitimate; and it must be applied to such a degree as to amount to “a coercion of the will” of the party relying on the concept. See: *Stott v. Merit Investment Corp.*, 63 O.R. (2nd) 545 (Ont. C.A.), at para. 89.

57. In this sense, the imbalance of bargaining power between the parties could be viewed as implied coercion when the Tenants were told to sign the new lease, not offered time to ask questions or to obtain independent legal advice. The Courts of recognized this imbalance of bargaining power. The Ontario Court of Appeal in *White v. Upper Thames River Conservation Authority*, 2022 ONCA 146 at paragraph 10 states that the Act is remedial legislation designed to redress the imbalance of power between landlords and tenants.

The Act is remedial legislation designed to redress the imbalance of power between landlords and tenants. It removes leases from the ordinary contract law principles that would otherwise govern and establishes extensive statutory rights for tenants. The Act enjoys primacy over all other legislation, save the Ontario Human Rights Code, and the parties are prohibited from waiving or limiting the protection the Act provides.

58. For Johnatan Nadon, he was clear in his testimony that he did not ask to be a Tenant. He was content to remain under the terms of the room-mate agreement. I am satisfied that he was coerced into signing the lease agreement against his will.

59. The Landlord also testified that it was their own interpretation of discussions with Raymond Germain that he had wanted to add Johnatan Nadon. The Landlords testified that Raymond Germain did not specially request this.

60. I would also add that in relation to Raymond Germain, it is undisputed that he is a person with an intellectual disability. This does make him vulnerable for risk of exploitation. In this instance in my view, he was not able to exercise his free will to refuse to sign the new lease agreement. As a result, I am satisfied that he was likely coerced into signing it.

61. In this case, there is no doubt that the pressure exerted by the Landlord's was illegitimate. They took advantage of the Tenant's intellectual disabilities to pressure

them into signing a lease agreement that in no way could be described as a “good deal”. They did not afford them time to seek independent legal advice or to even discuss the new lease with the support workers. By exerting such pressure on the Tenant’s to sign a new lease in such a manner amounts to a coercion of their will. They otherwise would not have signed the new lease and were not given the opportunity to review, seek legal advice or discuss with their family or support workers.

False, incomplete or misleading representation

62. I am satisfied on a balance of probabilities that the Landlords did make false, incomplete or misleading representations.
63. The new lease does not provide the Tenants with the additional services and facilities that the Landlords suggest. They would be paying \$531.00 more in rent for the same services they are already paying for, not for any new services. Therefore, it cannot be that the Landlord was now adding electricity or cable, telephone and wifi as new services when the amount charged in my view is not a reasonable estimate of the costs.
64. The Tenants were not directly paying for cable, telephone and wifi. The March of Dimes was. The Tenants were always responsible for these costs. Thus, it would be misleading to suggest that the Landlord would now pay for and charge it back to the Tenants. This too is not a new service. The Tenants already have these services and in order for the Landlord to take it over, it would cost the Tenant’s substantial more.
65. In accordance with Section 20(1) of the Act, the Landlord is responsible for maintaining the residential complex.

A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

66. The residential complex contains 3 rental units. Therefore, the responsibility for lawn maintenance and snow clearance was always that of the Landlord. It was false or misleading for the Landlords to tell the Tenants that they would benefit from the new lease because the Landlords would be assuming that responsibility when in fact the Landlords were always legally obligated to perform those tasks. This has been confirmed by the Court of Appeal in *Crete v. Ottawa Community Housing Corporation*, 2024 ONCA 459 found that a Landlord was responsible for common areas at paragraph 27.

In *Montgomery*, the court found that a lease provision which required a tenant to clear snow from a common area in a residential complex was inconsistent with the landlord’s responsibility under the applicable maintenance regulation to clear snow from “exterior common areas”. The lease provision was therefore found to be void. But in coming to that conclusion, the court made clear that the landlord’s responsibility for snow clearing only extended to common areas in the residential

complex: *Montgomery*, at para. 9. Thus nothing in *Montgomery* requires a landlord to clear snow from areas used exclusively by individual tenants.

67. There was nothing gained by the named Tenant Johnatan Nadon in being added as a co-tenant and becoming jointly liable in the new lease. It was clearly not a good deal for him. This was a one-sided agreement that only benefited the Landlords. To suggest otherwise is in my view misleading and false.

It is ordered that:

1. The Landlords application is dismissed.

June 29, 2026
Date Issued

Robert Patchett
Vice Chair, 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.