



Order under Section 31 Residential Tenancies Act, 2006

Citation: Shaath v Shaath, 2026 ONLTB 51114

Date: 2026-06-29

File Number: LTB-T-050661-26

In the matter of: 3 SAMUEL MANN AVE
STITTSVILLE ON K2S1X3

Between: Waseem Shaath Applicant
Kareem Shaath

And

Kamel Shaath Respondent

Waseem Shaath ('WS') and Kareem Shaath ('KS') (collectively, the 'Applicant') applied for an order determining that Kamel Shaath (the 'Respondent'):

- entered the rental unit illegally.
- 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.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on June 26, 2026.

The Respondent and the Applicant attended the hearing. The Applicant was represented by Shreyas Moorti. The Respondent was represented by Ahmad Alzamel.

Determinations:

1. As explained below, I find that the Residential Tenancies Act, 2006 (the 'Act') does not apply to the relationship between the Applicant and the Respondent. Therefore, the application is dismissed.

Overview and undisputed facts

2. This is not a standard arm's length tenancy. It is a family arrangement.

3. The application is brought by WS and KS who are the nephews of the Respondent and the grandchildren of the property owner (referred to by the parties as 'Sido'). Sido was not named as the respondent, did not attend the hearing to testify and was not summonsed by either side.
4. WS and KS moved into the property in October 2023 after they had an altercation with their father and their uncle, the Respondent, at their previous place of residence (referred to by the parties as 'Gallantry' or Gallantry way). They made arrangements with Sido. Parties led some evidence about ownership of Gallantry and what occurred at Gallantry, but I do not find this evidence to be pertinent and will not address it in detail in this order. Neither party provided any documentary evidence relating to Gallantry.
5. The disputed tenancy agreement is between the Applicant and Sido. The Respondent became involved in 2024. The Respondent explains that Sido became incapable, and he has been acting as his attorney for property pursuant to a Power of Attorney document. The Applicant disputes this and claims that Sido is capable and the Power of Attorney was recently revoked. A copy of the 2024 Power of Attorney document can be found on pp. 34-35 of the Landlord's document package (8208410). The Applicant did not file any proof of revocation of the POA.
6. WS and KS lived at the property until they were locked out on June 11, 2026.
7. The Respondent previously changed the locks to the property in April 2025. At that time the Applicant was able to stay at the property and no application was brought to the LTB.
8. There is no dispute that there was some exchange of funds between the Applicant and the Respondent and/or Sido. There is no dispute that some payments were cash payments.
9. The Applicant's book of documents (8192140) includes proof of payment of \$3,231.15 auto deposited into the Respondent's bank account on March 9, 2026. At the outset of the hearing parties agreed that this payment was unrelated to the alleged tenancy. It was a truck payment. There is no dispute that the Applicant was making payments for their trucks.
10. It is undisputed that the Applicant reimbursed the Respondent for some utility payments. Page 16 of the Applicant's documents (8192140) contains a message from the Respondent to the Applicant showing an overdue gas bill. It is clear from the messages that parties expected the Applicant was responsible for payment. Pages 20 and 22 of the document package shows similar messages in November where parties discuss utilities and truck payments.
11. It is undisputed that there is no record before the LTB of any rent payments such as deposits into bank accounts, withdrawals from bank accounts, or e-transfers. All of the disputed payments were made by cash according to the Applicant.
12. It is undisputed that there are no messages between the parties that reference "rent" or a "lease" or a "tenancy agreement". The disputed agreements and conversations about rent took place verbally according to the Applicant. They were never referenced in writing.

Respondent's evidence

13. The Respondent testified that there was never a tenancy relationship. The Applicants moved into the property on an emergency basis after they were forcefully removed from Gallantry, another property owned by their family.
14. They have been living at the property rent-free by the grace of their grandfather, Sido. They were supposed to stay temporarily but took advantage of the situation and stayed until the Respondent locked them out. The initial discussion did not involve rent or a tenancy agreement. The Applicant was expected to vacate the property between February and May 2024.
15. KS and WS each have a truck that they are supposed to make payments on. One loan was for some 120,000 and the other is around 80,000. Sido is the guarantor of the loans. After WS and KS failed to make their payments, the bank started calling Sido, and he had no choice but to repay the loans in full as the guarantor. The Applicant was supposed to reimburse Sido and started making payments to him. The Respondent's filed copies of their bank statements confirming history of payments. The history is not in dispute.
16. The Applicant paid utilities but not all the time and not consistently. Utilities were disconnected because the Respondent refused to make payments for the Applicant's benefit as they still owed money.
17. The lockout in April 2025 occurred with the assistance of the Respondent's brother (the Applicant's father) and on instructions of Sido. The Respondent reimbursed his brother for the payment he made to the locksmith. The Applicant paid Hydro and Enbridge after this.
18. Messages were exchanged in March 2025 (pages 14 and 15 of 8208410). In the messages the Applicant references a "deal" they made with Sido. The Applicant says that utilises were paid in February and August 2024 and that they would have been paid if the Respondent had given the Applicant access. The Applicant writes: ""And to clarify this for the last time me and my brother will not find another place to live, I have already made my deal with sido. Stop working against me, especially since I've always pulled my share and have help with my fathers and brothers. Clearly you have a lot on your plate and you must be frustrated but don't take it out on me.
19. The Respondent replies: "And the insurance and the water, hydro, gas and reliance. You have been asked to pay utilities and other expenses repeatedly. The only payment you made was a one time \$1320 and not sure what that would cover anyhow. More than one year and 4 and half months have passed an not payments for the expenses and utilities. Your gas bill is higher than any other house even though they have more people and we cook with gas as well. This is not frustration, any deal will have to be worked out by me. There is no deal at this stage. As far as I am concerned the most basic commitments have not been honoured, if you can make it on your own credit, but we will not be able to provide credit or guarantees. You have not paid your own insurance bills or other bills yet."
20. He then writes: "No you are not. A cash withdrawal does not proof for anything. I have them marked down in detail. The most recent payment was missed because you decided to deposit money in the wrong account and the withdrew the money for Wassem's payment. You have to resolve that with him. You never paid back the 2000 loaned to you on Feb 1, 2024 and you never paid back the 1849.25 withdrawn on August 23, 2024. As for utilities, the amounts are much more than the current outstanding and you know it and

have refused to pay it. So it is time for you to find a new place. I am the one owed money and I have not been paid back either. For more than 17 months no payment except one time of 1320. As for the utilities, you have used them without sparing anything and we discussed the payments repeatedly but nothing happened and you have not made any attempt to resolve this issue, you didn't even bother to pay the insurance that covered your accident claim! We need to reconcile and you will need to find a place you can afford."

21. KS writes: "not only it proves you are deciding to go another route. No problem, we are not finding a new place to live. Clearly you only marked what you wanted. At this point if you can show where my money went that's a you problem because you know I gave it to you." The Respondent writes: "Have you paid the insurance? No. Have you paid the utilities? No." KS replies: "Plus the deal you Sido and baba made for me on Gallantry which you forced on me wasn't fulfilled, why don't you look into that first before you start getting into thing you clearly are confused on. What insurance? Lol we have a separate policy?".
22. The Respondent relies on these messages to confirm that there was never a deal as suggested in his message over a year ago. The discussion is about truck, insurance payments, and covering utilities.
23. He has always had to chase KS and WS for payments.
24. Page 33 of 8208410 contains messages exchanged in March 2026. The Respondent demands truck payments. The Applicant eventually confirms that money was sent and asks for confirmation of receipt by the Respondent. He confirms receipt. These messages appear to correspond to the March 9, 2026 e-transfer payment referenced above.
25. The Respondent's testimony was seriously undermined by cross-examination. He was evasive, argumentative and non-responsive.
26. He admitted that he wasn't the person who initially permitted occupancy of the property in 2023. He refused to admit that there was any agreement between the Applicant and Sido despite admitting that Sido agreed to let them stay at the property at other times.
27. He was questioned about his authority to act on his father's behalf. He explained that he acted on his father's instructions and pursuant to a POA. He never received any proof of the POA being revoked. This application is made against the Respondent and to the extent that he may have acted without authority, the Applicant did not make it clear why this is a relevant issue in this application.
28. He was asked to explain why he waited three months to send the Applicant the total amount owing for utilities. He was unable to provide a comprehensible explanation. He claimed that it was because he was making truck payments.
29. The Respondent did not deny receiving cash from the Applicant but reiterated that cash was only given for truck payments.
30. His position is that the KS and WS were guests. He would not ordinarily expect guests to pay for utilities, but he never had guests who would stay for months or years. He explained that them making utility payments would be akin to someone borrowing his car and filling up the gas tank before returning the car.

31. He did not dispute letting utilities be disconnected for non-payment. He explained that he didn't wish to prioritize paying for the Applicant's things when they owed money.
32. He confirmed that he told the Applicant to "move out". He denied that this implies a tenancy relationship.

Applicant's evidence

33. KS testified that he moved into the property in October 2023 after an altercation at Gallantry. He accuses the Respondent of punching WS. He had to restrain the Respondent himself to prevent further fighting. The Applicant stayed in a hotel after they left Gallantry. Sido then called him and said he would let them stay at his home.
34. His evidence was that he discussed the arrangement with Sido and the Respondent. They told him that he would eventually purchase the property and that he would be a tenant. He asked for a lease but was never given one. A lease was important to him because he was just kicked out of Gallantry in one day.
35. He discussed terms with Sido. Rent was to be \$2,900 a month. The Respondent wanted more and more but the original agreement never changed.
36. KS paid rent to his grandfather, Sido. It was at Sido's place of residence or at his place of business. Payments were always made in cash. When asked how many times he made cash payments, he replied that the Respondent would wait for 3-4 months and then tell him to pay or get out. KS would pay utilities, rent and everything.
37. He asked for rent receipts but was never given any.
38. KS is a tow truck operator and makes at least 7,000 in cash every month. He therefore didn't have to withdraw cash from his account to pay rent although he did occasionally make cash withdrawals.
39. He testified that he paid his rent monthly and that his payments were not truck payments.
40. Lump sum payments were made ahead of time. The Respondent would call, text, show up at the house, call Sido, call KS's father, and not rest until payments were made.
41. He was asked whether the agreement was for rent of \$3,000 + utilities. He initially agreed with his representative but quickly corrected himself to say that it was for \$2,900 plus utilities. The utilities were initially in Sido's name and were then changed into the Respondent's name. Sido used to give them utility statements every month, but the Respondent would wait for months and then threaten disconnection of utilities.
42. Rent payments were made monthly or bi-weekly depending on what Sido needed based on the frequency of his mortgage payments. There were three streams of payment: rent, utilities, and truck payments.
43. His credibility was also seriously undermined by cross-examination. His testimony was self-contradictory, inconsistent and many of his explanations lacked the ring of truth. He took uncharacteristically long pauses before answering when asked to explain inconsistencies and implausibilities in his evidence.

44. He was confronted with his own application document that lists monthly rent as \$3,000 rather than \$2,900. He explained that rent “obviously” went up. He testified that after the Respondent got involved, he raised rent to \$3,000, \$3,100 and even \$3,200. The notice of this rent increase was done verbally in person.
45. KS admitted that there is no documentary record to confirm that the Respondent demanded rent payment. He was asked to reconcile this lack of evidence with his prior claim that his uncle wouldn’t let him sleep until he made his payments and would text him demanding payments. He replied that the agreement was with Sido. He has many messages with the Respondent about arranging a meeting but they wouldn’t specifically reference rent.
46. He was asked to explain the date that rent was due. He said that whether or not rent was due on the first would depend on his uncle’s situation.
47. He did not file proof of cash income.
48. KS explained that he didn’t file a similar application after the lockout in 2025 because Sido let them in and they were able to stay.
49. When questioned, he explained that he always made payments to Sido because that’s what he wanted.
50. The payments were made every month at Sido’s leisure. The Respondent was present for the meetings. He would not miss it for the world.
51. KS was notified about these meetings by phone. He did not record these calls.
52. When asked to clarify the date of these meetings or whether they took place in the beginning of the month or in the middle of the month, he replied that they would take place in the middle of the month. He was unable to recall any specific date. He then explained that the meetings initially took place in the beginning of the month and then changed to mid month. There was no specific date. The meeting would take place between the Applicant, the Respondent, Sido and his wife (Applicants’ grandmother).
53. He was asked for documentary evidence confirming utility payments to Sido. He was only able to reference his messages with his uncle, the Respondent referenced above. He did not file any of the utility bills he testified his grandfather gave to him on a monthly basis.
54. He confirmed that he didn’t wish to move into the house without a lease agreement. He was asked to explain why he then moved in without a lease. He explained that Sido told them they were family. He was asked to explain how he would prove tenancy to avoid issues. He said he was paying rent. He was asked why there was no proof of payment if the intention was to rely on rent payments as proof of tenancy. He explained that the house in question was his address and the place where he lived.
55. KS was asked about his exchange with the Respondent in 2025 and why he didn’t explain the deal when his uncle wrote to him that there was no deal. He said that his uncle was trying to insert himself into a deal he had nothing to do with. He was asked to explain the details. He replied that he would be purchasing the home. When specifically asked, he

replied that there was also a tenancy agreement until he can purchase the house and that he would continue living at the house until then.

56. The other applicant, WS, also earns cash income in the amount of 7,000 or perhaps \$6,000 a month on the low end. He would give KS his half of rent in the amount of \$1,500. He sometimes paid a little more or a little less. They are brothers so it is not a big deal. He always paid in cash.
57. He explained that he didn't wish to pay in cash and was unhappy to do it but he was told to pay in cash by the Respondent so he paid in cash.
58. He paid his uncle for utilities, rent and his truck. His communication with the uncle was limited because of their strained relationship.
59. WS testified that meetings for rent payments would typically take place at Sido's house. Sido is like a second father to WS and they have a great relationship.
60. Payments would be made in cash by KS to his grandmother, Sido's wife. It would later be given to his uncle, the Respondent.
61. His testimony about the initial agreement was similar to KS's. After the Applicant was removed from Gallantry, they and Sido agreed that they would rent this property. WS wanted to make sure that he is protected because he was previously put out on the street. He wanted to be treated like a human being this time and was promised that everything would be done right. There were no issues until the Respondent became involved.
62. Sido does not use text messages.
63. WS's replies on cross-examination were similarly unpersuasive.
64. He testified that rent was \$3,000. He then explained that it was \$2,900 but KS later told him that it was raised to \$3,000. He was unable to recall when this took place.
65. He confirmed that he now makes his truck payments via e-transfer. They used to be made in cash, but he refrained from cash payments recently.
66. WS was asked why he wouldn't pay rent the same way, i.e. via e-transfer. His explanation is that he did what his uncle told him to do.
67. He admitted that he has a bad relationship with his uncle, but explained that he paid in the manner demanded by the Respondent because he feels a moral obligation to respect his elders.
68. WS confirmed that he recorded a recent conversation with his uncle in which they discuss utilities. It didn't occur to him to record any phone calls in which rent might have been mentioned. He recently decided to record a conversation after he came home to no water and no power.
69. He attended a few of the rent payment meetings. He believed that KS paid rent because he heard it from three of four people so he didn't simply assume it was paid. He explained that these people were his brother, his grandfather and his grandmother. He personally witnessed cash being given to his grandmother.

70. WS confirmed that it was important to him to make sure he is not evicted illegally. His way of making sure that he wouldn't be illegally evicted was to obtain the promise of the property owner, Sido. He was asked why he didn't ask for anything after the Respondent became involved. He testified that he didn't realize that there was a POA until recently. He previously thought that the Respondent was simply helping Sido. He didn't think he needed any further assurances to secure his tenancy because he assumed his grandfather always had the final say. He did not explain why he hasn't done anything in the most recent couple of months when he admittedly became aware of the POA.
71. On re-direct he was asked to confirm who negotiated the rental agreement. He replied that it was his uncle which was inconsistent with his own testimony. His representative then attempted to clarify that the question was referring to the time when the agreement was formed. After some confusion, WS testified that it was negotiated by his brother, KS.

Law and analysis

72. Section 1 of the Act sets out its purposes as follows: "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]
73. The Act is not designed to resolve family disputes even if they happen to involve one of the family members living in a property owned by another family member. For the Act to apply, there needs to be a genuine tenancy.
74. Family members can, and do, enter into genuine tenancy agreements but I don't find that this is what occurred in this case.
75. S. 2(1) provides 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;

76. Under s. 24: “A landlord shall not alter the locking system on a door giving entry to a rental unit or residential complex or cause the locking system to be altered during the tenant’s occupancy of the rental unit without giving the tenant replacement keys.”

77. Under s. 202(1), the Board is to ascertain the real substance of all transactions and activities relating to the rental unit: “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.”

78. Based on the totality of the evidence, and in accordance with s. 202(1), I find that it is more likely than not that the real substance of all transactions and activities relating to a rental unit does not include a genuine tenancy between the Applicant and Sido or the Applicant and the Respondent. It was simply a grandfather permitting his grandchildren to live in a house he owns. Even if the Applicants may have agreed to cover some of the expenses, which has not been established on a balance of probabilities, this was not an obligation a tenant owed to their landlord – it was a promise a grandchild made to their grandfather or a nephew to their uncle as they were permitted to occupy the home as a family member. I do not find that it is more likely than not that they ever paid \$2,900 a month or \$3,000 a month as rent.

79. There are multiple major issues with the Applicant's version of the events. Their testimony was full of minor inconsistencies and self-contradictions. Only some are addressed below.
80. I generally did not find WS or KS's testimony to be credible and reliable. It was inconsistent, self-contradictory and inconsistent with what I usually hear from genuine tenants in otherwise similar circumstances.
81. First, there is no record whatsoever to corroborate that any rent payments were ever made. The Applicant relies exclusively on their self-serving testimony.
82. This lack of corroborating evidence is particularly problematic in light of the history between the parties.
83. KS and WS both testified that security of their home was important to them, and they wanted to have rights as tenants. They were previously "evicted" from Gallantry and feared that it would happen again. They nevertheless failed to obtain or keep any records. There is no lease, no rent receipts, no proof of deposits or withdrawals. They claim that they asked for proof, but Sido/Respondent refused to provide it. This remained the case even after the Respondent unilaterally changed the locks in April 2025. The Applicant had over a year to create a written record to corroborate their tenancy after experiencing first-hand how precarious their position is. They did not. They had at least a couple of months' notice that the Respondent is purportedly acting under a POA. I draw a negative inference from this lack of corroborating evidence.
84. There are no records of communications typical to a landlord-tenant relationship. There are no conversations about maintenance, rent being late, rent being increased, or access to the property.
85. The Applicant did not explain why their grandfather, with whom they have a great relationship, would refuse to provide any written confirmation to corroborate their tenancy even though they asked for it. It could have been as simple as asking him to sign a receipt or a rudimentary agreement confirming that they are tenants during one of the regular meetings they claim they had with Sido.
86. It is undisputed that the Respondent eventually became involved. They did not provide a satisfactory explanation why they wouldn't at least unilaterally attempt to "remind" their uncle, who was always in some conflict with them, of their rights or of their tenancy. It is unclear why they wouldn't simply e-transfer rent to him. WS testified that he paid in cash out of respect for his elders. This claim is not consistent with his testimony that he didn't actually make rent payments himself but simply gave cash to his brother. It also does not explain why KS, who was the person who made these payments, wouldn't make the transfer.
87. Parties exchanged messages and the Applicant made some payments. Utilities and truck payments were referenced multiple times in these communications. Some "deal" was referenced at times. The Applicant's replies outline his position and do not reference a tenancy or a lease whether oral or implied. They don't reference rent payments.
88. At no point did the Applicant attempt to pay by e-transfer to establish a paper trail. At no point did they even send a simple message to the effect that rent was paid. I note that the only payment they introduced into evidence (truck payment in March 2026) was in fact

referenced in a message and the Applicant did ask for confirmation of receipt. This exchange took place in March 2026. They did not treat their alleged rent payments similarly in April or May 2026 even though they were clearly aware of their ability to establish a written record of payments in this manner.

89. Second, there is no evidence to corroborate that the deal between the Applicant and Sido included a tenancy agreement. It is, in my view, quite telling that the Applicant's own messages never reference a tenancy agreement, only a "deal". This is especially hard to reconcile with KS's and WS's claim that they were concerned about the security of their tenancy.
90. Third, their testimony about the terms of the alleged tenancy was inconsistent and not entirely logical. I did not find it to be believable. It leaves a lot of questions unanswered as the Applicant's testimony does not answer them in a satisfactory manner. Was rent \$2,900, \$3,000 or some other amount? Did rent ever change to \$3,100 or to \$3,200? When did it change, if at all? When was rent due? Was it the first of the month? Was it the middle of the month? Was it on some random date when the Respondent or Sido would call them up? Was it ever paid bi-weekly? Was it only payable on demand and paid every 3-4 months when the Respondent demanded it?
91. KS's explanation for the inconsistency between his testimony that rent was \$2,900 and his own application claiming rent of \$3,000 a month was unpersuasive. It was inconsistent with his prior testimony that the original amount of \$2,900 never changed despite his uncle demanding more and more. It is not even internally consistent as the application does not claim rent of \$3,200. He did not explain why or how he accepted rent increase to \$3,000 but not to \$3,200.
92. The Applicant testified that rent was paid in person during regular monthly meetings initiated by the Respondent or Sido. They provided no evidence, not even testimony, about the way they paid rent bi-weekly. It clearly could not have been done during monthly meetings. It is hard to believe that the Applicant could not recall any specific dates when payments were made. It is hard to believe that there is no record to corroborate rent amount or rent due date. The Respondent sent aggressive messages demanding truck payments and utility payments. He never references rent. The Applicant sent similarly aggressive messages claiming payments were made or that money was not owed. The Applicant's messages never reference rent payments. I note that these alleged rent payments would far exceed the amounts parties were arguing about in their messages. The Applicant nevertheless appeared to find the amount of some \$600 to be excessive and hard to pay in a lump sum. I also note that the choice of words and the terms 'rent' and 'tenant' should have been important to the Applicant who testified that they always wanted to be tenants with protections under the Act. The Applicant nevertheless failed to use these terms in any of their communications.
93. The Applicant's own messages to the Respondent sent in 2025, in which he states his position that he will not move out, do not specifically assert tenancy rights. They do not reference a tenancy agreement.
94. The Respondent's testimony was also not credible or reliable and I am not inclined to rely on his own self-serving testimony alone. The Respondent can't be expected to prove a

negative, however. He can't prove that there was *not* a tenancy agreement or that there were *no* cash payments.

95. The totality of documentary evidence filed by the parties is much more consistent with Respondent's position than with the Applicant's.
96. It is effectively impossible for a Respondent to prove that a payment was not made or that a tenancy agreement did not exist. The Applicant therefore has an evidentiary burden of proof to prove that disputed payments were made (see *Mauti v. Gibbs*, 2019 ONSC 3355 (CanLII)). I did not find the Applicant's evidence, which consisted solely of oral evidence, is sufficient to satisfy this evidentiary burden of proof. To the contrary, I find that the preponderance of the evidence is that there was no tenancy agreement and the Applicant never paid Sido/the Respondent \$2,900 a month or \$3,000 a month.
97. There is no dispute that the Applicant was permitted by Sido to move into the rental unit and that they were required to pay or reimburse [some] utility costs at least once the Respondent became involved. They made some payments that could theoretically fall within the definition of 'rent' under the Act in different circumstances.
98. Based on the totality of the evidence, and in accordance with s. 202(1), I find that it is more likely than not that the true nature of the activities between the parties did not involve a genuine tenancy as asserted by the Applicant. There was no tenancy agreement for \$2,900 a month plus utilities. There was a deal that the Applicant would be allowed to live in the house Sido owns. I find that it is more likely than not that this was simply a family arrangement and not a genuine tenancy within the meaning of the Act despite some funds being exchanged by the parties.

It is ordered that:

1. The Application is dismissed.

June 29, 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.