



**Order under Section 9(2)  
Residential Tenancies Act, 2006**

**Citation:** DOMBROSKIE v DOMBROSKIE, 2023 ONLTB 29538

**Date:** 2023-04-14

**File Number:** LTB-L-008869-23

**In the matter of:** 11886 OPEONGO ROAD  
BARRY'S BAY ON K0J1B0

**Between:** CHRIS DOMBROSKIE Landlord  
LISA DOMBROSKIE

**And**

DOREEN DOMBROSKIE Tenant

2023 ONLTB 29538 (CanLII)

CHRIS DOMBROSKIE and LISA DOMBROSKIE (the 'Landlord') applied for an order to determine whether the *Residential Tenancies Act, 2006* (the '*Act*') applies.

This application was heard by videoconference on March 21, 2023.

Only the Landlord's Legal Representative Cedar Swartz-Fisher attended the hearing.

As of 9:19 a.m., the Tenant Doreen Dombroskie ('DD') was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

**Determinations:**

1. The Landlords' A1 application seeks a determination that there is no tenancy relationship between them and DD and seeks an order that the *Act* does not apply. For the reasons that follow, I find that there is no landlord-tenant relationship between the parties and that the *Act* does not apply.
2. The Landlords Chris Dombroskie and Lisa Dombroskie purchased the subject premises from the Tenant Doreen Dombroskie ('DD') on November 24, 2020. The Landlords are the son and daughter-in-law of DD.
3. As set out in the Agreement of Purchase of Sale, executed November 24, 2020, the:

Purchaser agrees to allow the Vendor to continue to reside at the property until such time as the Vendor can find suitable accommodations. The parties acknowledge and agree that this clause shall not constitute a "tenancy agreement" and that the *Residential Tenancies Act, 2006* (Ontario) does not apply to the

occupancy of the Vendor. The parties agree and acknowledge that no rent will be paid by the Vendor to the Purchaser, however the Vendor agrees to remain responsible for the Hydro One account with respect to electrical service to the property and will pay for heat and any other utilities and services supplied to or consumed at the property, including Internet and cable if applicable, until she permanently vacates the property.

4. The term “tenant” is defined in the *Act* as a “person who pays rent in return for the right to occupy a rental unit”.
5. The term “rent” is defined in section 2 of the *Act* as including “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...for the right to occupy a rental unit”.
6. While the Agreement of Purchase and Sale states that DD is responsible for the Hydro One account with respect to electrical service to the property and will pay for heat and any other utilities and services supplied to or consumed at the property, including internet and cable if applicable, these are amounts that vary month to month and I do not accept that the payment of utilities were rent.
7. In order for a landlord and tenant relationship to exist, to which the *Act* applies, there must be the payment or requirement for payment of rent. In this case, the evidence does not support the argument that the utilities were paid or required to be paid by DD in return for the right to occupy the unit.
8. I am satisfied that DD’s occupation of the unit was independent of the payment of utilities and related to the personal relationship between the parties. I therefore find that DD would not satisfy the definition of “tenant”.
9. There was also no evidence that after the Agreement of Purchase and Sale was executed, the terms changed and rent was then subsequently charged. It is only now, two years after the purchase of the property, that the Landlords have brought this proceeding.
10. Accordingly, I find that there is no relationship of landlord and tenant between the parties. The provisions of the *Act* do not apply and DD is not entitled to any protection afforded by the *Act*.

**It is ordered that:**

1. The Act does not apply.

**April 14, 2023**  
**Date Issued**

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Heather Chapple  
 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.