

**CITATION:** Moore v. Thompson, 2026 ONSC 2336  
**COURT FILE NO.:** FS-25-0027  
**DATE:** 2026-04-20

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**BETWEEN:** )  
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Terrilyn Moore )  
 ) Self-represented  
Applicant )  
 )  
– and – )  
 )  
Nkrumah Nicholas Thompson ) Self-represented  
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Respondent )  
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 ) **HEARD:** April 13 – 15, 2026

2026 ONSC 2336 (CanLII)

**REASONS FOR DECISION**

**JUSTICE MILLS**

[1] This case is fundamentally all about fairness. Both parties claim it would be unfair and unreasonable to allow the other to succeed in the claims advanced and the positions taken on this application.

[2] The parties resided together for just over three years, between October 2020 and December 2023. They were not married and there were no children of the relationship. They did however buy a house together and they put title into both their names as joint tenants (the “Property”).

[3] Ms. Moore initially claimed in her application that Mr. Thompson held his 50% interest in the Property in trust for her as he had not materially contributed to the purchase or to the ongoing expenses. She alleges that during the time they owned the Property Mr. Thompson was consistently employed, but he only contributed approximately \$4,500 towards the mortgage. He

contributed nothing towards the purchase of the Property. Now that it has sold and there is no equity against which to assert a trust claim, Ms. Moore sought and was granted leave to amend her Application. She now claims reimbursement for Mr. Thompson's share of the downpayment made to purchase the Property and the expenses incurred to operate and then sell the Property on the basis of unjust enrichment, claiming he received a benefit for which she suffered a deprivation, and there is no juristic reason for Mr. Thompson to receive any such benefit.

[4] Ms. Moore produced several documents confirming the payments she made towards the purchase of the Property, its ongoing operating and mortgage expenses, and the costs she incurred in remediating damage she alleges was caused by Mr. Thompson's four teenage children when they resided at the Property. Ms. Moore claims she incurred \$467,961.07 from December 2021 until the house sold in January 2025 for operating expenses and repair costs, and she seeks a 50% reimbursement from Mr. Thompson of \$233,980.54. Ms. Moore also seeks 50% of the \$572,623.88 she paid when the property was purchased on October 28, 2021.

[5] Mr. Thompson testified he invested "sweat equity" in the Property and he asks that his contribution be valued and considered. He admits that he signed the mortgage and is responsible for 50% of the debt, but he denies there was any agreement that he would contribute to the purchase of the Property. In his Answer dated May 26, 2025, Mr. Thompson seeks a return of his financial contribution to the downpayment in the amount of \$85,000 however, he did not pursue this relief at trial. He expressly abandoned his claims for one of the family dogs, and for the return of his 2022 Tesla Model 3. He made no submissions regarding spousal support, although it is claimed in his Answer.

[6] In the end, this trial proceeded only on the claims made by Ms. Moore and solely on her documents. Mr. Thompson was provided several opportunities to comply with court orders requiring he produce his documents. Other than one T4 from 2023, and his 2023 and 2024 Notices of Assessment, Mr. Thompson produced nothing. He has no documents to prove his contributions to the Property, be they financial or non-monetary in nature.

[7] Ms. Moore testified that prior to her relationship with Mr. Thompson, she owned her own house and her bills were paid. She was able to financially manage her house, her cottage, a rental

property, and a plot of vacant land. Then Mr. Thompson and his four teenage children moved into her small bungalow with two of his other children joining them three weekends per month. It became quickly apparent that there were more people living in the house than it could comfortably accommodate. She sold her house and applied the proceeds towards her contribution to the downpayment when the Property was purchased.

[8] Mr. Thompson testified that the Property was Ms. Moore's dream home, not his. He wanted to do whatever he could to make her happy, but they both knew from the outset that he could not afford to buy or meaningfully contribute to the operating expenses of the Property. Instead, he contributed in other ways – building planter boxes for the garden, buying and installing a washer/dryer set, building a whelping bed for the female dog and her puppies, undertaking some modest basement renovations, and upgrading the electrical system to better accommodate a Tesla charging port. Mr. Thompson testified he did refinance one of his rental properties with the intention to contribute to the downpayment, but the \$85,000 was then needed to pay off other debts, including a payment to Ms. Moore of \$27,000 towards a \$44,000 charge he put on her credit card for dental work he had done in Mexico. In the end, Mr. Thompson made no financial contribution to the downpayment required to purchase the Property.

[9] Ms. Moore testified she had no idea as to the extent of Mr. Thompson's debt load until after they had committed to purchase the Property. They largely kept their finances separate, but after purchasing the Property, they did have a joint bank account from which the mortgage payments were taken. This account was funded entirely with money deposited or transferred by Ms. Moore. The parties also had a joint line of credit secured against Ms. Moore's rental property located in Simcoe, Ontario (the "Simcoe Property") for expenses directly related to that property. To qualify for a refinancing of the Simcoe Property, Ms. Moore needed to include Mr. Thompson's income on the credit application, so she added him to the title with a 1% interest. The parties agreed from the outset of their relationship that they would each keep their own properties. Mr. Thompson does not assert any claim to his 1% ownership interest in the Simcoe Property.

[10] Mr. Thompson equally claims that he had no idea about their precarious financial situation after moving into the Property until Ms. Moore asked him to request a loan from her mother. He says it was because her mother was very fond of him; she says it was so that he would

bear equal responsibility for the debt. Mr. Thompson's evidence was that he paid for the groceries and contributed what he could when he was able to do so. That did not include regularly contributing to the mortgage or the operating expenses for the Property.

[11] I am satisfied from the evidence of both parties that they did have an agreement the interest in the Property would be shared. This includes an equal contribution to its purchase price and its ongoing operating expenses. Ms. Moore's testimony was forthright and persuasive. I prefer her evidence to that of Mr. Thompson. Her evidence is consistent with the manner in which the parties dealt with each other. Where there was no intention to have a shared responsibility for property or debts, the parties kept the properties in their own names. Where Mr. Thompson's income was required to refinance the Simcoe Property, he was given a 1% interest to satisfy the credit requirements.

[12] It does not align with their prior conduct to suggest that it was always their intention Ms. Moore would be solely responsible for purchasing the Property and its ongoing maintenance while Mr. Thompson held a 50% interest as a joint tenant with a right of survivorship. If Mr. Thompson's evidence is accepted that he was only on title to allow Ms. Moore to qualify for a mortgage, then it would have been in keeping with their prior conduct for them to hold title as tenants in common where each would preserve their own interest in the Property based on a percentage ownership. Further, it cannot be ignored that Mr. Thompson lived at the Property with his six children. The limited contributions he made would not compensate Ms. Moore for the living expenses associated with a family of seven people.

[13] Mr. Thompson relies on the fact that Ms. Moore assumed full responsibility for the listing and sale of the Property as evidence that it was her home and he was on title in name alone. However, when Ms. Moore was in dire financial straits and needed to sell the Property, Mr. Thompson refused to cooperate. Ms. Moore was required to obtain an urgent Court order granting her full carriage of the sale process. Her actions were taken pursuant to a Court order so that Mr. Thompson could not actively frustrate or obstruct a sale of the Property.

[14] Although it was not raised by either party, I must address the issue of enforceability of an oral agreement respecting real property. The *Statute of Frauds*, R.S.O. 1990 c. S.19, requires

that any agreement respecting an ownership or financial interest in land must be in writing and signed by the parties. There is an important recognized exception to this statutory requirement. Where there has been part performance of an oral agreement and one party acted to its detriment in reliance on the oral agreement while the other party stood by encouraging or acquiescing to the part performance of the oral agreement, it would be inequitable to allow that party to rely on s. 4 of the *Statute of Frauds* to avoid enforcement of the oral agreement.

[15] This is precisely the situation in this matter. Ms. Moore acted to her detriment in fully funding the purchase and operations of the Property based on the oral agreement reached by the parties to share in those costs as joint tenants. When Mr. Thompson resiled from his obligation to contribute, Ms. Moore did what she had to do to protect herself and Mr. Thompson.

[16] The acts of part performance by Ms. Moore include selling her own home, restructuring her existing debt, and assuming further debt to make the downpayment so that the parties would not default on their legal obligation to close the purchase transaction. She then continued to take on even more debt to pay the operating expenses. She negotiated and paid for insurance to protect the Property. Both parties signed the agreement of purchase and sale to buy the Property. Both parties signed the mortgage documents. Both parties retained legal counsel to assist with closing the transaction.

[17] Each act of part performance relates directly to the Property, and each act evidences a pre-existing agreement in respect of the Property. It is not a defence for Mr. Thompson to now say that he simply signed the documents placed in front of him without reading any of them as there was no agreement the parties would be jointly responsible for the costs associated with the Property. He stood by and acquiesced to the steps taken by Ms. Moore in part performance of their oral agreement. It would be unconscionable to now allow Mr. Thompson to benefit from an enforcement of the *Statute of Frauds*.

[18] The cases relied on by Ms. Moore all speak to resulting trust and unjust enrichment. Even though they may not be in the family law context, the legal principles remain the same.

[19] Where one party gratuitously expends money or incurs debt for the benefit of another, there is a rebuttable presumption of a resulting trust. The recipient of the benefit bears the onus of

establishing that the intention was to confer the benefit as a gift. Where the party receiving the benefit has raised no objection to the benefit being bestowed and there is a corresponding detriment to the party extending the benefit, with no juristic reason for the benefit, there is a rebuttable presumption of unjust enrichment.<sup>1</sup>

[20] Simply being common law partners does not infer that any benefit received was intended to be a gift.<sup>2</sup>

[21] The actual intention of the party conveying the benefit at the time it was made is critical to the analysis of resulting trust.<sup>3</sup>

[22] In this case, it was clearly the expectation of Ms. Moore that since she and Mr. Thompson were joint tenants of the Property, they were jointly liable for all expenses related to the Property. When Mr. Thompson was unable or unwilling to make his equal contribution to the downpayment, Ms. Moore was left with no option but to finance the downpayment on her own to close the purchase. I accept her evidence that she made the payment to avert immediate legal action being taken by the seller against both she and Mr. Thompson for breaching the agreement of purchase and sale. Ms. Moore understood they had both signed a contract and they had to honour it or risk having to pay significant damages. It was her intention to protect them both from liability. She is now seeking to recover Mr. Thompson's 50% share of the downpayment.

[23] Mr. Thompson's submission that there is no evidence of an intention for a joint venture is easily rebutted by the fact the parties jointly signed the agreement of purchase and sale, jointly signed the mortgage, and jointly took title to the Property. This is very clear evidence of a joint venture.

[24] Mr. Thompson did not suggest that Ms. Moore intended to gift his 50% of the downpayment. Rather, he maintained throughout that it was their joint intention that Ms. Moore

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<sup>1</sup> *Chechui v. Nieman*, 2017 ONCA 669; *Nanton v. Julien*, 2019 ONSC 68; *J.B.C. Consulting Inc. v. Gray*, 2000 CanLII 22331.

<sup>2</sup> *Walker v. Farsijani*, 2021 ONSC 5571.

<sup>3</sup> *Kerr v. Baranow*, 2011 SCC 10, at para. 18, referencing *Pecore v. Pecore*, 2007 SCC 17.

owned and was responsible for payment of all monies related to the Property. He was simply on title to assist her in qualifying for a mortgage.

[25] I am satisfied from the evidence that Ms. Moore has established she gratuitously expended money for the benefit of Mr. Thompson, giving rise to the presumption of a resulting trust. He has failed to rebut the presumption as he led no evidence that the money paid on his behalf was intended as a gift.

[26] Ms. Moore also satisfies the test for her claim of unjust enrichment.

[27] Mr. Thompson received a clear benefit by acquiring joint title to the Property without having made any financial contribution to its purchase. He received a clear benefit from residing at the Property with his children having made only minimal financial contributions to its operating expenses despite being gainfully employed throughout their relationship. Ms. Moore suffered a corresponding deprivation as she was required to expend all her savings and take on substantial additional debt in order to satisfy Mr. Thompson's financial obligations for the Property. Having already found the parties had an oral agreement to equally share in the financial expenses related to the Property, there is no reason in law or justice for Ms. Moore to have conveyed the benefits on Mr. Thompson or for him to have retained them.

[28] As the Property has now been sold, the only remedy for Ms. Moore is a monetary payment. She is entitled to 50% of the downpayment and closing costs she incurred when the Property was purchased which, according to the Statement of Adjustments produced by Ms. Moore, amounted to \$572,623.88. She is also entitled to 50% of the mortgage, property tax and home insurance paid from the date the Property was purchased until its sale which, according to the bank statements and insurance invoices produced by Ms. Moore, totals \$467,961.07. In total, Mr. Thompson's 50% obligation for these payments is \$520,292.47.

[29] Mr. Thompson admits liability for the mortgage shortfall from the sale of the Property, and he is prepared to share in that obligation as he jointly signed the mortgage, but he denies any responsibility for the payments made by Ms. Moore during the term of the mortgage. This position is internally inconsistent, and it is unreasonable.

[30] Although not claimed in his Answer, Mr. Thompson appeared to assert a claim for set-off as Ms. Moore had approved tenants for his rental property who then refused to pay rent and caused damage to the unit. He was required to obtain an order from the Landlord and Tenant Board to evict them. He lost a year of rental income, and he incurred significant expenses in remediating the damage caused by the tenants. Even if I did accept that Ms. Moore is solely responsible for the terrible tenants, and I do not, Mr. Thompson produced no evidence of these expenses and therefore cannot recover any of his financial losses related to his rental property as a set off against the amounts he owes to Ms. Moore.

[31] Ms. Moore is also entitled to 50% of the expenses she incurred in preparing the Property for sale. She claims to have incurred \$24,578.74 in repairs and maintenance, but she has only produced proof of having spent \$5,091.22. Therefore, Mr. Thompson's 50% obligation is \$2,545.61. He shall also pay the \$169.50 Ms. Moore incurred to rent a storage facility for his personal possessions.

[32] With respect to the hydro and heating expenses, Ms. Moore claims to have incurred \$23,944.56 for the period in which Mr. Thompson and his children resided at the Property. She has produced no documents to substantiate these claims. Further, Ms. Moore did agree that Mr. Thompson made some payments towards the electricity bills as he and his children were responsible for the increased hydro consumption. There is no evidence from either party as to Mr. Thompson's financial contribution specifically to the electricity bill, but it was noted that he paid approximately \$4,500 to Ms. Moore while he resided at the Property. As there is no evidence from Ms. Moore to document the utility expenses, these amounts cannot be substantiated and therefore Mr. Thompson shall bear no responsibility for their payment.

[33] Therefore, in summary Mr. Thompson shall pay \$523,007.58 to Ms. Moore.

[34] Having been largely successful on her claims, Ms. Moore is presumptively entitled to the legal fees and expenses she incurred in this litigation. Although self-represented at trial, Ms. Moore did engage counsel for much of the legal process, and she is entitled to seek recovery of those fees. Ms. Moore shall have 14 days to file cost submissions, limited to three double-spaced pages, together with a Bill of Costs and any offers to settle served in accordance with the *Family Law Rules*. Mr. Thompson shall have ten days thereafter to file responding materials, subject to the

same page restrictions. If the submissions have not been received by May 15, 2026, I will presume the issue of costs has been resolved between the parties.

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J. E. Mills J.

**Released:** April 20, 2026

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**BETWEEN:**

Terrilyn Moore

Applicant

**- and -**

Nkrumah Nicholas Thompson

Respondent

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**REASONS FOR JUDGMENT**

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J.E. Mills J.

**Released:** April 20, 2026