



Order under Section 87 / 89 / 88.1 Residential Tenancies Act, 2006

Citation: Al-Jabar v Star International Luxury Suites and Properties Inc., 2026 ONLTB 2375

Date: 2026-01-05

File Number: LTB-L-002925-25

In the matter of: 4605, 300 FRONT ST W
TORONTO ON M5V0E9

Between: Abdul-Malik Al-Jabar

Landlord

And

Star International Luxury Suites and
Properties Inc.

Former Tenant

Abdul-Malik Al-Jabar (the 'Landlord') applied for an order requiring Star International Luxury Suites and Properties Inc. (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Abdul-Malik Al-Jabar (the 'Landlord') applied for an order requiring Star International Luxury Suites and Properties Inc. (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's conduct or that of another occupant of the rental unit or someone the Former Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

Abdul-Malik Al-Jabar (the 'Landlord') applied for an order requiring Star International Luxury Suites and Properties Inc. (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on July 28, 2025.

The Landlord's legal representative, Harshil Khabrani, the Landlord, and the Former Tenant's legal representative, Baruch Wise, attended the hearing.

Despite the conclusions reached below, I will refer to the parties as "Landlord" and "Former Tenant" in this order for ease of reference only and without making any finding that they have that legal status under the *Residential Tenancies Act, 2006* (the "Act").

Determinations:

1. At the outset of the hearing, the Former Tenant's legal representative raised a preliminary issue and asked that the application be dismissed on the basis that the relationship between the Landlord and the Former Tenant is commercial in nature and therefore outside the Board's jurisdiction.
2. The Former Tenant's representative submitted that the Former Tenant operates a furnished-suites / short-term rental business and that the Landlord was aware of this use when the parties entered into their agreement. The representative argued that, properly characterized, the arrangement between the Landlord and the Former Tenant is a commercial lease that allowed the Former Tenant to grant residential occupancy rights to third-party occupants, and that any residential tenancy would exist only between the Former Tenant (as landlord) and those occupants, not between the Landlord and the Former Tenant.
3. The Landlord opposed the motion and argued that the parties signed an agreement titled "residential lease" and that rent was charged on a monthly basis. The Landlord submitted that because the unit is a condominium unit used as a dwelling by an individual occupant, the Board should treat the relationship as a residential tenancy and exercise jurisdiction over the application.
4. The material facts relevant to the preliminary issue are not seriously in dispute:
 - a) The named Former Tenant is a corporation in the business of providing furnished suites and short-term accommodations.
 - b) The Landlord and the Former Tenant entered into a written lease that gave the Former Tenant the right to occupy the unit and that also expressly permitted the Former Tenant to "sublet" or otherwise grant possession of the unit to others under an "Authorized Sublet Agreement" or similar arrangements.
 - c) The individual who actually lived in the unit during the material time (the "Occupant") did so pursuant to an agreement with the Former Tenant, not with the Landlord.
 - d) The Former Tenant did not itself reside in the unit; rather, it used the unit exclusively in the course of its furnished-suites business.
 - e) e. Rent under the Landlord–Former Tenant lease was paid by or on behalf of the corporate Former Tenant, using corporate funds, and not by the Occupant.
5. The Former Tenant relied on *Kolta v. Akhbari*, 2021 CanLII 150804 (ON LTB). In that decision, the Board found it had no jurisdiction where a corporate tenant leased a condominium unit from an owner and then used the unit solely for its short-term rental business, even though the parties had signed a document titled "Agreement to Lease Residential". The Board held that, applying section 202 of the Act, the real substance of the relationship between the owner and the corporate tenant was commercial rather than residential and therefore fell outside the Act.

6. The Former Tenant also relied on the Board's decision in *Abdullah v. Toronto Luxury Suites*, LTB-L-014880-25-HR, where the Board again concluded that the relationship between an owner-landlord and an intermediary furnished-suites company was commercial. The Board found that the intermediary's business of providing short-term residential accommodation to others did not transform its own relationship with the owner into a residential tenancy governed by the Act.
7. I accept both of these decisions as persuasive authority on how the Board should apply section 202 of the Act when determining the "real substance" of arrangements involving a property owner and a corporate furnished-suites or short-term rental intermediary.
8. In this case, as in *Kolta* and *Abdullah*, the corporate Former Tenant did not occupy the rental unit as a home. Its only connection to the unit was as part of its business of providing short-term or furnished accommodations to third parties. The Landlord understood and accepted that business use when the lease was entered into and, in the Schedule A submitted with the L10 Application, expressly designated the Former Tenant as "property manager" with authority to sublet to "subtenants".
9. The fact that the parties used a residential-style lease form or that the unit was, in turn, occupied by an individual for residential purposes does not change the character of the relationship between the Landlord and the Former Tenant. Section 202 of the Act requires the Board to ascertain the real substance of the parties' arrangement and empowers it to disregard the outward form of their documentation where appropriate.
10. Considering the evidence as a whole, I find on a balance of probabilities that the relationship between the Landlord and Star International Luxury Suites and Properties Inc. was not a residential tenancy governed by the Act. Any residential tenancy that may have existed would have been between the Former Tenant (as landlord) and its subtenants or occupants, who are not parties to this L10 application.
11. Because the Act does not apply to the relationship between the parties to this application, the Board does not have jurisdiction to adjudicate the Landlord's claims for arrears of rent, substantial interference or damages against the Former Tenant.
12. In light of this conclusion, it is not necessary for me to consider the remaining elements of an L10 application, including the timing of the Former Tenant's vacancy, service of the application and Notice of Hearing, or the quantum of the Landlord's alleged claims for arrears, substantial interference or damage.

It is ordered that:

1. The Landlord's application is dismissed.

January 5, 2026
Date Issued

Colin Elsby
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.