



**Order under Section 94 / 88.1
Residential Tenancies Act, 2006**

Citation: Save Inn v Patel, 2026 ONLTB 2818

Date: 2026-01-07

File Number: LTB-L-076016-25

In the matter of: 1111 SUTTON ST
KINCARDINE ON N2Z2C5

Between: Save Inn Applicant

And

Rajesh Patel Respondent

Save Inn (the 'Applicant') applied for an order to terminate the tenancy and evict Rajesh Patel (the 'Respondent') because the rental unit is the superintendent's premises and the Respondent's employment as superintendent has ended. The Applicant also applied for an order requiring the Respondent to pay the Applicant's out-of-pocket expenses.

This application was heard by videoconference on January 5, 2026.

Only the Applicant's representatives Faizan Shaikh, Asif Shaikh, and Erfan Shaikh attended the hearing.

Reasons:

1. The building at issue in this application is a motel. The Applicant says that it employed the Respondent to work in the motel. As part of his employment contract, he lived in a unit in the building. His residence in the unit was conditional on his continued employment.
2. The Applicant applies to the Landlord and Tenant Board (LTB) on the basis that there was a residential tenancy between itself and the Respondent; the tenancy was governed by the *Residential Tenancies Act, 2006* (RTA); the unit was a superintendent's premises within the meaning of the RTA; and the Respondent's employment as a superintendent has ended. It asks that I issue an order terminating the tenancy and evicting the Respondent.
3. For the following reasons, the Applicant has not established that the Respondent's occupancy of his unit is governed by the RTA.

4. Section 5(h) of the RTA provides that the RTA does not apply to:

living accommodation located in a building or project used in whole or in part for non-residential purposes if the occupancy of the living accommodation is conditional upon the occupant continuing to be an employee of or perform services related to a business or enterprise carried out in the building or project.

5. In this case, the Respondent's unit is living accommodation located in a building used for the purpose of a motel business. The Respondent's occupancy of the unit is conditional upon him continuing to be an employee of the motel business carried out in the building. The only real question is whether a motel is "non-residential" within the meaning of section 5(h).
6. The RTA does not define the word "residential." The Oxford English Dictionary defines a "resident" as "a person who lives somewhere on a long-term basis," which would suggest that motel guests are not residents.
7. Further, the RTA generally uses the phrase "residential" to refer to units governed by the RTA. Motel rooms are specifically exempted from the RTA under section 5(a), which exempts:

living accommodation intended to be provided to the travelling or vacationing public or occupied for a seasonal or temporary period in a hotel, motel or motor hotel, resort, lodge, tourist camp, cottage or cabin establishment, inn, campground, trailer park, tourist home, bed and breakfast vacation establishment or vacation home.

8. In my view, motel rooms are living accommodation provided temporarily to guests, but they are not "residential" accommodation within the meaning of the RTA. A motel is a non-residential business. The Respondent is not a superintendent under the RTA; rather, he is a motel employee whose occupancy of his unit is conditional on his employment. Section 5(h) applies, and the RTA does not apply to the unit.
9. Since the RTA does not apply, the LTB has no jurisdiction and the application must be dismissed.

It is ordered that:

1. The application is dismissed.

January 7, 2026
Date Issued

Dale Whitmore
Member, Landlord and Tenant Board

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