



Order under Section 69 Residential Tenancies Act, 2006

Citation: Choi v Ford, 2026 ONLTB 14410

Date: 2026-02-18

File Number: LTB-L-059285-25

In the matter of: Room 2, 541 NELSON ST
LONDON ON N6B1A8

Between: Jae Choi Landlord

And

Elizabeth Ford Tenant

Jae Choi (the 'Landlord') applied for an order to terminate the tenancy and evict Elizabeth Ford (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

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

The Landlord, the Landlord's Legal Representative Samantha Lee and the Tenant attended the hearing. The Tenant spoke with Duty Counsel prior to the hearing.

Determinations:

1. As a preliminary matter, the first question was whether the Act applies to the rental unit.
2. Section 5(i) of the *Residential Tenancies Act, 2006* (the 'Act') provides that the Act does not apply with respect to living accommodation whose occupant or occupants are required to share a bathroom or kitchen facility with the owner, and where the owner lives in the building in which the living accommodation is located.
3. For the reasons that follow, I find the exemption in the Act applies and, therefore, the Act does not apply to this living arrangement.
4. The following evidence is uncontested.
5. The Landlord J.C. is the owner of the rental unit. In 2020, he purchased the 4-BR house which includes two full bathrooms.

6. One bedroom is located on the main floor and three bedrooms are situated on the upper floor. Usually, all but one of the bedrooms in the house are rented out to tenants, who share a common kitchen, living area and bathrooms.
7. J.C. also owns a house in Salisbury, N.B., where he began full-time employment as a financial analyst with TD bank around 2021. Prior to purchasing the house in N.B., he lived full-time in this house.
8. J.C. began renting an upstairs bedroom in the house to the Tenant around March 2024. If there was a residential tenancy agreement, it was not filed with the Board.
9. He testified that he routinely travels back to Ontario from N.B. throughout the year and stays at the rental premises for a month or more each time, occupying one of the bedrooms in the house or, if all of the rooms are occupied he will sleep on the couch.
10. He returns to Ontario when there is a social event for family or friends who reside in Toronto, or "when I feel like it". His evidence is that he stays one month or longer – the duration is flexible but "at most 6 months at a time". He can work remotely when he is staying at this house.
11. The evidence submitted with the application shows that the owner has a third party manage the property while he is in N.B.
12. While J.C.'s residential address on his driver's license lists the N.B. property as his principal residence, that is not determinative of the issue.
13. When he lives in this house for these long durations, J.C. naturally has use of the kitchen for cooking and dining. Since the beginning of the tenancy, when J.C. is in residence, the tenants must share the kitchen and at least one bathroom with J.C.
14. In support of the N7 notice of termination given to the Tenant, the owner's Legal Representative filed copies of police reports which they intended to rely upon. In GO# 2024-36972, dated April 24, 2024, the officer reports that:

"Between the dates of Sunday April 21st 2024 and Wednesday April 24th 2024, the accused [Landlord] and victim [Tenant] were residing at 541 Nelson St in the City of London, Ontario. During this time span, the accused had locked the shared bathroom in the upper part of the home. ... The accused also used a wedge to secure the kitchen door, preventing the victim from using it. ... Although a landlord for 541 Nelson St, CHOI acts as a roommate to the other tenants during his time at 541 Nelson St."
15. Additionally, in his Private Prosecution application for a peace bond as filed, J.C. states that "On April 21, 2024, ...[the Tenant] suddenly picked up my frying pan of food from the stove as it was cooking and threw it in the kitchen sink."
16. I find it more likely than not that the owner resided in the house at the start of the tenancy and that he continues to live there as his secondary, permanent residence.
17. His occupancy in what is essentially a rooming house is genuine and not merely nominal. It is not of a temporary nature; it is regular and predictable. He does not drop in to stay for a night or for the occasional weekend during the year. I find the evidence sufficient to

establish that J.C. requires the Tenant to share a kitchen and a bathroom with him as a condition of the tenancy agreement.

18. I note that it appears, ill-advisedly, that J.C. did not share the full background facts and details with his Legal Representative in a forthright and timely manner.

19. Based on the testimony before the Board and in consideration of section 5 (i) of the Act, it is clear that the *Residential Tenancies Act, 2006* does not apply to this tenancy.

20. The Landlord's application must be dismissed for lack of jurisdiction.

It is ordered that:

1. The *Residential Tenancies Act, 2006* does not apply.

February 18, 2026

Date Issued

Elle Venhola

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.