



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-087142-25

In the matter of: 13368 FOURTH LINE NASSAGAWEYA RR
102
ROCKWOOD ON N0B2K0

Between: Satvir Dhaliwal Landlord

And

Dominic Ivor Khan Tenant

Satvir Dhaliwal (the 'Landlord') applied for an order to terminate the tenancy and evict Dominic Ivor Khan (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

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

The Landlord, Landlord's legal representative, Dilman Grewal and the Tenant attended the hearing.

Preliminary Issue – Does the Act apply?

1. At the outset of the hearing, the Tenant raised a preliminary issue that the tenancy is exempt from the *Residential Tenancies Act, 2006* (the 'Act') pursuant to section 5(j). The Tenant takes the position that the tenancy is exempt from the Residential Tenancies Act, **2006** pursuant to section 5(j), on the basis that the rental premises form part of a farm and that the lease contemplates agricultural use of the land in conjunction with the residential dwelling.
2. The parties confirmed that there had been a previous proceeding between the same parties under Board file LTB-L-032342-25, which was dismissed on technical grounds without a determination regarding jurisdiction.
3. As jurisdiction must be determined before the merits of the application can be considered, the Board first addresses whether the Act applies.

Landlord's Testimony

4. The Landlord testified that only one written agreement exists between the parties, being an Ontario Standard Residential Lease. He stated that his understanding at the time the lease was negotiated was that the agreement was primarily for residential occupation of the house. He testified that the Tenant advised he would initially have one horse and that there was no requirement in the lease obligating the Tenant to use the surrounding acreage, and that any use of the land was permissive rather than foundational to the tenancy.
5. The Landlord stated that at the time the lease was negotiated, his understanding was that the primary purpose of the agreement was for the Tenant to occupy the house as his full-time residence.
6. The Landlord acknowledged that prior to this tenancy the land had been used for hay farming. The Landlord also acknowledged that he observed horses, shelters, fencing, and chickens on the property after the tenancy commenced. The Landlord confirmed that he contributed financially toward fencing and shelter construction.
7. The Landlord testified that he is a part-time real estate agent and is not familiar with hay farming, although he agreed that hay farming is generally agricultural in nature. The Landlord took the position that any land use was permissive and not foundational to the tenancy.

Tenant's Testimony

8. The Tenant testified that the intention from the outset was to lease both the residential dwelling and the agricultural land for farming purposes. The Tenant relied on Schedule "A" of the lease which references fencing, shelter for horses, and per-acre land usage.
9. The Tenant testified that approximately 25 acres of hay fields were used and that an annual per-acre fee was charged for the land. The Tenant stated that he brought horses to the property and ultimately kept up to 21 horses there.
10. The Tenant testified that shelters and fencing were constructed after the ground thawed, and that the Landlord attended the property and was aware of these activities. The Tenant further testified that chickens and other agricultural activities were undertaken on the property and that the Landlord encouraged planting fruit trees.
11. The Tenant stated that he understood the agreement to consist of two components: rent for the residential dwelling and separate consideration for agricultural land use.

Analysis

12. Section 5(j) of the *Residential Tenancies Act, 2006* excludes from the application of the Act living accommodation that forms part of a farm and is used in connection with a farming

operation. Whether the exemption applies is a fact-specific inquiry that requires consideration of the nature of the tenancy as a whole.

13. In this case, the evidence establishes that the tenancy involved more than the rental of a residential dwelling. The agreement contemplated and provided for the use of significant acreage for farming purposes, including hay production and the keeping of livestock, in exchange for separate financial consideration. Agricultural infrastructure was anticipated by the lease and constructed with the Landlord's knowledge and participation.
14. I do not accept the Landlord's submission that hay farming falls outside the meaning of agricultural use for the purposes of section 5(j). The Landlord acknowledged that hay farming is agricultural in nature, and there is no evidence to suggest that it should be excluded from the scope of farming operations contemplated by the Act.
15. I find that there is only one written lease between the parties, drafted by the Landlord, which includes Schedule "A". That schedule expressly references fencing, shelter for horses, and per-acre land usage, and contemplates the use of the surrounding acreage in connection with farming activities. I find that the existence of a recurring annual per-acre charge supports the Tenant's position that use of the land was a contractual component of the tenancy rather than a permissive or incidental arrangement.
16. I accept the Tenant's evidence that agricultural activities occurred on the property, including hay farming and the keeping of multiple horses. This evidence is corroborated by the Landlord's testimony acknowledging the presence of horses, shelters, fencing, and chickens, as well as his financial contribution to agricultural infrastructure. I find the Tenant's evidence regarding the purpose and scope of the tenancy to be internally consistent and supported by the documentary record.
17. Where the Landlord testified that the primary purpose of the tenancy was residential and that use of the land was optional, I find this evidence is inconsistent with the written terms of the lease and with his conduct during the tenancy, including contributing to fencing and shelter construction. I therefore prefer the Tenant's evidence on the issue of whether the agricultural use of the land formed an integral part of the tenancy.
18. Although the Tenant occupied the house as his primary residence, this fact alone does not preclude the application of section 5(j). Where the residential accommodation forms part of and is used in connection with a farming operation, the exemption may apply even where the tenant resides on the property full-time.
19. When the tenancy is considered as a whole, I find that the residential accommodation and the agricultural land formed a single integrated arrangement. Any ambiguity in the lease must be interpreted against the Landlord, who drafted the agreement. On the totality of the evidence, I find that the tenancy falls within the exemption set out in section 5(j) of the Act.

Determinations:

24. I find that the tenancy is exempt from the *Residential Tenancies Act, 2006* pursuant to section 5(j). As a result, the Board lacks jurisdiction to determine the application.

It is ordered that:

1. The application is dismissed.
2. The Board finds that the tenancy is exempt from the Residential Tenancies Act, 2006 pursuant to section 5(j).

February 18, 2026
Date Issued

Nathan Korenberg
Member, Landlord and Tenant Board

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