



Order under Section 135 Residential Tenancies Act, 2006

Citation: Wickramaratne v Hong, 2026 ONLTB 16866

Date: 2026-02-26

File Number: LTB-T-057299-25

In the matter of: 45 Apache Trail
North York ON M2H2H7

Between: Praveen Wickramaratne Tenant

And

Na Mi Hong Landlord

Praveen Wickramaratne (the 'Tenant') applied for an order determining that Na Mi Hong (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 19, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must refund the rent deposit.
2. The following was uncontested in the hearing:
 - a. The Tenant occupied the rental space on April 15, 2025.
 - b. The Tenant vacated the rental space on May 1, 2025.
 - c. The Tenant paid a rent deposit of \$700.00.
 - d. The rental space was a room in the house.
3. The parties also agreed that the Landlord's parents occupy a unit in the basement, a one-bedroom unit with a self-contained kitchen and bathroom and a walkout entry.
4. The Landlord's spouse testified that the room rental was exempt from the Act in accordance with section 5(i) because they share a kitchen and bathroom with their parents that occupy the basement unit.

living accommodation whose occupant or occupants are **required to share a bathroom or kitchen facility** with the owner, the owner's spouse, child or

parent or the spouse's child or parent, and where the owner, spouse, child or parent lives in the building in which the living accommodation is located.
(emphasis added)

5. In the Ontario Court of Appeal decision in *Onyskiw v. CJM Property Management*, 2016 ONCA 477 (CanLII) ("*Onyskiw*"), the Court of Appeal states, at par. 39:

"[39] The question as to how a statutory provision should be interpreted has been answered definitively by the Supreme Court of Canada. On numerous occasions, the court has adopted the approach to statutory interpretation espoused by E.A. Driedger as the only applicable approach, namely:

[T]he words of an Act are to be read in their entire context and in their grammatical and ordinary sense harmoniously with the scheme of the Act, the object of the Act, and the intention of Parliament."

6. The Courts have consistently found that the Act is remedial legislation with a "tenant protection focus". See *Honsberger v. Grant Lake Forest Resources Ltd*, 2019 ONCA 44 or *Smith v. Youth Link Youth Services* 2022 ONCA 313.
7. As such I must read the section in its entirety to give full meaning to the word "required" in the context of an exemption to the application of the Act, where the Act has a tenant protection focus. This means it should be interpreted liberally to ensure the realization of the Acts objectives. See *Matthews v. Algoma Timberlake Authority* [2010] O.J. No 2710 (Ont. C.A.), leave to appeal refused [2010] S.C.C.A. No. 369 (S.C.C.)
8. The Landlord's spouse testified that the rental property is a 4-bedroom home, along with 2 additional rooms on main floor that have been converted to bedrooms. They also stated that in April 2025, there were 4 or 5 occupants along with their parents living in the residence.
9. They also testified that their parents not only occupied their own self-contained unit in the basement that they also occupied one of the bedrooms on the main or upper levels.
10. The Tenant testified that the only time they observed the Landlord's parents on the main or upper levels was usually late in the evening when they would check the common areas to turn off lights.
11. I did not find the Landlord's testimony that their parents would occupy a self-contained unit with their own bedroom, kitchen and bathroom, and also occupy a second bedroom to be credible. However, even if I accept that to be true, that is not in itself sufficient to satisfy me on a balance of probabilities that the tenants are required to share a kitchen and bathroom with the Landlord's parents.
12. I was not satisfied that the tenancy was exempt from the Act. In order for the exception to apply the operative word in this case is "required" to share a kitchen and bathroom. In this case the Landlord's parents have their own kitchen and bathroom, as such it cannot be

said that the tenants are *required* to share a kitchen and bathroom with the Landlord's parents. It is more likely that the Tenant's may not share the Landlord's parents' kitchen and bathroom located in their self-contained unit with the Landlord's parents. Any use of the kitchen or a bathroom by the Landlord's parents, if at all, was more likely incidental to their inspections of the common areas in the residence.

13. I am satisfied that the Act applies to this tenancy.

14. The Tenant also incurred an application fee of \$48.00 and is entitled to be reimbursed this fee.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$748.00. This amount represents:
 - \$700.00 for the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 9, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 9, 2026, the Landlord will owe interest. This will be simple interest calculated from March 10, 2026 at 4.00% annually on the balance outstanding.

February 26, 2026
Date Issued

Robert Patchett
Vice Chair, 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.