



Order under Section 9(2) Residential Tenancies Act, 2006

Citation: Dhillon v Chivaul, 2026 ONLTB 16906

Date: 2026-02-25

File Number: LTB-T-013145-25

In the matter of: 304, 185 Kehl Street
Kitchener Ontario N2M5B9

Between: Manrajvir Dhillon Tenant

And

Maple Property Management Group Inc Landlord

And

Chiv Chivaul Other Tenant Party

Manrajvir Dhillon (the 'Tenant') applied for an order to determine whether the *Residential Tenancies Act, 2006* (the 'Act') applies.

This application was heard by videoconference on February 12, 2026. The Tenant, the Tenant's Legal Representative, Ana Harbuz, the Tenant's translator, Anik Dhillon, and the Landlord's Legal Representative, Samantha Lee, attended the hearing.

As of 11:30 a.m. the Other Tenant Party, Chiv Chivaul ('CC'), was not present although served with a copy of the Notice of Hearing by the LTB.

Determinations:

1. It was not disputed that the *Residential Tenancies Act, 2006* (the 'Act') applies with respect to the tenancy between the Tenant and the Landlord.
2. What was at issue for the Tenant was whether the Act applied with respect CC's tenancy. In this regard, it was the Tenant's position that she lives in and is the tenant of the rental unit and that CC is a person that came to stay with her but is not a tenant under the lease agreement with the Landlord.
3. At the hearing, the parties agreed that CC was not a named tenant in the lease agreement between the Landlord and the Tenant. The Landlord's Legal Representative submitted that the Landlord does not have any contractual relationship with CC and, to the Landlord's knowledge, CC is someone that occasionally stays with or is an occupant of the Tenant.

4. It was the Tenant's evidence that she lives in the rental unit and allowed CC to stay with her. There was no evidence to suggest that CC's was a subtenant as contemplated in sections 2 and 97 of the Act.
5. The Act is clear that 'landlord' includes the owner of a rental unit or any other person who permits occupancy of a rental unit, but does not include a tenant who occupies a rental unit who permits another person to also occupy the unit or any part of the unit.
6. It follows that the Tenant is not the landlord of CC, but rather that CC is the Tenant's occupant or roommate.
7. The Board's interpretation regarding occupants and roommates is set out in Guideline 21 of the Board's Interpretation Guidelines. A summary of which is set out below.
8. There is no definition of "occupant" in the Act. For the purposes of proceedings at the Board, an "occupant" may be considered to be a person who is not a tenant but who lives in a rental unit as their principal place of residence. An occupant may be authorized or unauthorized depending on the facts of each case.
9. Similarly, there is no definition of "roommate" in the Act. A "roommate" is a person who, like an occupant, shares a room, a rental unit, or part of it with a tenant, but is not a tenant.
10. In the ordinary circumstance, a person may reside as an occupant or a roommate in a rental unit with or without the consent of the landlord provided that the tenant also resides in the rental unit.
11. An occupant or roommate lives in the rental unit at the invitation and at the indulgence of the tenant and under the terms of the tenancy. An occupant or roommate cannot file an application at the Board relating to the tenancy against either the landlord or the tenant. In this regard, they have no protection or rights in proceedings at the Board under the Act. Any rights that they may have outside of the Act must be sought in a court.
12. Based on the evidence before me, I am satisfied on a balance of probabilities that the Act does not apply with respect to the tenancy agreement or living arrangement between the Tenant and CC.

It is ordered that:

1. The *Residential Tenancies Act, 2006* does not apply to the tenancy between the Tenant and CC.

February 25, 2026

Date Issued

Rachel Gibbons

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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