



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

Citation: Golrang v Billimoria, 2026 ONLTB 19132

Date: 2026-03-04

File Number: LTB-L-069326-25

In the matter of: Bsmt, 487 Hounslow Avenue
Toronto Ontario M2R1J1

Between: Salar Golrang Landlord

And

Corinne Billimoria Tenant

Salar Golrang (the 'Landlord') applied for an order to determine whether the *Residential Tenancies Act, 2006* (the 'Act') applies.

This application was heard by videoconference on February 23, 2026.

The Landlord's legal representative Oleksandr Pichugan, the Landlord and the Tenant (CB) attended the hearing.

Determinations:

1. The Landlords filed an A1 application with the Board to determine whether the Act applies to the current situation.
2. The rental unit as subject of the application was advertised by the Landlord and rented to the Tenant through the online Airbnb platform. The Landlord claims the tenancy agreement is exempt under the *Residential Tenancies Act, 2006* (the 'Act').
3. For the reasons that follow, on a balance of probabilities that I find that this tenancy agreement is not exempt. The Act applies.
4. The definitions of "tenancy agreement", "tenant", "rental unit" and "landlord" found in s. 2(1) of the Act indicate that a tenancy agreement is a written, oral or implied agreement between a landlord and a tenant for occupancy of a rent unit. A tenant is someone who pays rent in return for the right to occupy a rental unit. A rental unit is any living accommodation used or intended to be used as rented residential premises. "Landlord" includes the owner of the unit.

5. The Landlord advertised a furnished unit in a basement of a detached home for rent on the Airbnb platform and was contacted by the Tenant about it, she suggested she would need the place for one year and would be moving in with her son. Through their exchange there was mention of a further possible extension, upon the one year expiry.
6. As submitted in the Landlord's book of evidence DOC-7350434 on page 4, the itinerary from Airbnb indicates a confirmation of a booking for the period of February 20, 2025 to February 20, 2026 and identifying the nightly rate of \$85.42, cleaning fee, guest service fees and occupancy taxes totalling \$33,259.31.
7. Each month between the 22nd and 24th day, Airbnb would transfer the Landlord fluctuating payments, this depending on the total days in the month, less the hosting fee as charged by the platform.
8. On July 18, 2025, the Landlord was advised that the reservation was cancelled as Airbnb was *"unable to collect payment from the guest."* It was not disputed by (CB) that she encountered some financial issues. The Landlord's ledger of payments received demonstrates that the last transfer from Airbnb was made to him on July 22, 2025 and was to arrive in his account by July 30, 2025. It was not disputed that (CB) has not made any payments since.
9. CB submitted that the rental unit is her and her son's long term home, that the only reason she used Airbnb is because she did not have good credit and would not be considered for rental units through the formal application process.
10. Pursuant to s. 3(1) the Act applies with respect to all rental units despite any other Act or any agreement or waiver to the contrary.
11. It is the Landlords' position the Act does not apply to the current living situation, relying upon section 5(a) of the Act where it is outlined:

This Act does not apply with respect to,

(a) 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;

12. In *Barnes v SSI Property GP Inc.*, [2016 ONSC 6308](#), the Divisional Court noted the following in relation to the terms of s. 5(a):

The wording of the provision is clear. For the exemption to apply, the living accommodation in question must either be "intended to be provided to the travelling or vacationing public", or be "occupied for a seasonal or temporary period."

13. Here, the Tenant submitted that she is not travelling nor occupying the property on a temporary period. And the parties contemplated a further extension of stay beyond the one

year after the reservation was already made for the period of February 20, 2025 to February 20, 2026.

14. As other members of the LTB, I also agree with and adopt the following analysis by Vice-Chair Carey in *EAT-56570-15RVIN2 (Re)*, [2016 CanLII 52841](#), in the context of mobile homes:

13. First, the wording of the exemption has been interpreted to include two different situations: where the accommodation is intended for the travelling or vacationing public; or where it is in fact only occupied for a seasonal or temporary period. (See: *Rogers v. Fisherman's Cove Tent & Trailer Park Ltd.*, [2002] O.J. No 5942 (Ont. Div. Ct.)) In either situation the property itself must be one of the listed types.

14. So the primary task before the Board with respect to the exemption was to explore the intention of the parties at the time the tenancy agreement was entered into. If the parties intended for the Tenant to have a permanent residence elsewhere and to use the mobile home site as a vacation property only then the exemption applies. That is how the first branch of the exemption is to be applied and analysed.

15. The "living accommodation" in question here is a mobile home site or lot. The Tenants apparently own their own homes which sit on the lots rented from the Landlord. If the mobile homes here are semi-permanent and intended to sit on the lot year-round, then the second branch of the exemption may well be irrelevant.

16. The second thing I would say about the exemption is that the burden of proof rests on the party claiming the exemption. This means that it was up to the Landlord to lead evidence in support of the proposition that when each tenancy agreement was entered into the parties intended the lots to be used as vacation properties and not as permanent residences.

15. As outlined in paragraph #16 of *EAT-56570-15RVIN2*, in close connection to the matter as before me, the Landlord must lead evidence that when the agreement was entered into was for the purpose of a temporary/ short terms arrangement/ or any other exemption as outlined in the s. 5(a).
16. Here, the Landlord testified that he did not have the benefit of vetting (CB) that he had no information about her that would have been disclosed if this were a tenancy governed by the Act and entered into by way of a lease agreement. That he received the payment of money for (CB's) stay directly from Airbnb as evidenced.
17. In determining whether or not the exclusion under section 5(a) applies, section 202(1) of the Act requires the Board to determine the true nature or substance of the living arrangement. In doing so, the Board:
- (a) may disregard the outward form of a transaction; and

(b) may have regard to the pattern of activities relating to the residential complex or the rental unit.

18. Therefore, the circumstances and the parties' intentions at the time of negotiating the rental agreement must be closely considered. Additionally, I must also consider whether the parties expressly or implicitly agreed to change the nature of their relationship after entering into the agreement.
19. Based on the evidence presented, at the time of occupation of the unit, it was the Tenant's intention to reside in the unit on a long-term basis given the one year plus booking. Further, she testified that this is her only home, she was not travelling and there was the contemplation of renewal of the already one plus year reservation. As evidenced, the Landlord was open to such consideration.
20. There is no blanket exemption from the Act for short-term rentals or units negotiated through an on-line platform like Airbnb. What this means is that the Act applies in circumstances like these unless a specific exemption applies pursuant to s. 5(a) of the Act as outlined above in paragraph #11.
21. I am satisfied that both parties were aware that the Tenant was not a member of the vacationing or travelling public and most obviously that the intended stay was not short-term in nature from the outset of the agreement. The only reasonable conclusion to draw here is that the Landlord assumed the tenancy was exempt because it was advertised on Airbnb while he was entering into the agreement with CB who was looking for long term residential occupation. And if not for CB being unable to make ongoing payments to Airbnb for the period beyond July 2025 and the Landlord's unsuccessful attempts to have CB removed for trespassing, the agreement would not have become the subject of this hearing.
22. Given all of the above, I am not satisfied that the exemption in section 5(a) applies and therefore, I find that the Act applies to this tenancy agreement.

It is ordered that:

1. The *Residential Tenancies Act, 2006* applies to this tenancy.

March 4, 2026
Date Issued

Alicia Johnson
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.