



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-066514-24

In the matter of: Basement, 1298 Forest Hill
Oakville ON L6H2S4

Between: Liam Orlita Applicant

And

Adam Khang Landlord
Maggie Pham

Liam Orlita (the 'Tenant') applied for an order determining that Adam Khang and Maggie Pham (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

This application was heard by videoconference on February 25, 2026.

The Landlord and the Applicant attended the hearing.

Determinations:

1. At the hearing, it was clarified that Maggie Pham (MP) is the Landlord for 1298 Forest Hill, Oakville, ON, and the tenants for this unit are Khang Nguyen (Adam Khang (AK)), Phu Nguyen and An Nguyen. Adam Khang submitted a copy of his lease agreement to establish he the sole tenant in the rental unit with Maggie Pham being his Landlord.
2. MP testified that she has owned the property since 2022, she rented the unit to AK on January 2, 2023. The tenancy is ongoing, however she is expecting the tenancy to terminate by the end of February 2026. MP testified that when AK moved in, AK asked if he could "rent out" a room or two until his family could come to Canada, and she told him that was fine. MP further testified that she has only ever had contact with AK and AK pays her rent monthly. She never agreed to enter into a tenancy with respect to the Applicant. The Applicant confirmed that he had never met MP or signed a tenancy agreement with her.
3. The Applicant testified that he did not know that AK was not the landlord as he did not live in the house, and he assumed it was a legitimate rental. The Applicant testified he did not have a lease with AK, he just paid him monthly for a room.

4. Based on the evidence, I am satisfied on a balance of probabilities that the Applicant is an occupant, and as a result their application must be dismissed because they do not have the standing to bring it.
5. The term “landlord” is defined in section 2(1) as including “the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit” (emphasis added). It is clear that AK is a tenant under a tenancy they have with MP. As a tenant, AK cannot therefore be the Applicant’s landlord. Moreover, the Applicant conceded that they did not enter into a contractual relationship with MP, and as a result MP is not the Applicant’s landlord.
6. Further, pursuant to *Interpretation Guideline 21: Landlords, Tenants, Occupants and Residential Tenancies*, a roommate or an occupant lives in the rental at the invitation and at the indulgence of the tenant and under the terms of the tenancy. An occupant or a roommate cannot file an application at the LTB relating to the tenancy against either the landlord or the tenant. Where the occupant pays part of the rent directly to the tenant, the occupant does not become a tenant.
7. As the Applicant is an occupant, he is unable to bring an application before the LTB and the application must be dismissed.

It is ordered that:

1. The Applicant’s application is dismissed.

March 31, 2026
Date Issued

Allana McComb
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.