



Order under Section 31 Residential Tenancies Act, 2006

Citation: Suresh v Ashraf, 2026 ONLTB 29816

Date: 2026-04-14

File Number: LTB-T-108444-25

In the matter of: 694 HEATHERWOOD SQ
MISSISSAUGA ON L5C4N4

Between: Thanuja Suresh
Ashwin Daniel
Tenants

And

Zeeshan Ashraf
Landlord

Thanuja Suresh and Ashwin Daniel (the 'Tenants') applied for an order determining that Zeeshan Ashraf (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenants.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on March 27, 2026. The Landlord and the Tenants attended the hearing.

Determinations:

1. As explained below, I do not find that the relationship between the Tenants and the Landlord falls within the jurisdiction of *Residential Tenancies Act, 2006* (the 'Act'). Therefore, the application must be dismissed.
2. Section 5 of the Act outlines some of the living arrangements that are exempt. Subsection 5(i) says:

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

3. Based on the pleadings within the application, I raised a preliminary issue at the hearing with respect to the application of the above exemption.
4. The Landlord testified that they reside in the single-family home with the Tenants, that it only has one kitchen and therefore, they are required to share that facility with them. When the Tenants moved in on January 2, 2025, they rented a space for \$640.00 per month.
5. The Landlord was residing in the rental unit but left from March 2025, until August 2025, to visit family and has stayed since. The Tenants agree that the Landlord left sometime in March 2025, however said that the Landlord never returned.
6. At the inception of the tenancy, the parties were required and did actually share kitchen facilities. The Landlord testified that he resides in the rental unit. Therefore, I find that the exemption outlined pursuant to section 5(i) applies to this living arrangement. Therefore, the Tenants' application must be dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

April 14, 2026

Date Issued

Curtis Begg

Member, Landlord and Tenants 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.