



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

File Number: LTB-L-061203-25

In the matter of: 185 Duke Street
Clarington Ontario L1C6A4

Between: Fei Li Landlord

And

Danielle Thomas Tenant

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

This application was heard by videoconference on April 15, 2026.

Only the Landlord, Landlord's representative, Barrington Lue Sang and the Landlord's witness, Duke Cheung, attended the hearing.

As of 9:47 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Landlords filed an A1 application for a determination of whether the Act applies to the relationship between the parties.
2. Based on the uncontested evidence before me, I am satisfied on a balance of probabilities that the *Residential Tenancies Act, 2006* (the 'Act') does not apply to the rental unit.
3. Section 3(1) of the Act sets out the application of the Act and provides the following: This Act, except Part V.1, applies with respect to rental units in residential complexes, despite any other Act and despite any agreement or waiver to the contrary.
4. However, not all living accommodations are governed by the Act. Section 5 specifically identifies a series of exempt living accommodations. In particular and of immediate interest is section 5(i) which provides the following exemption:
5. This Act does not apply with respect to,

(i) 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.

5. In this case, the former Landlord Duke Cheung acknowledged that they resided in the rental unit, and the Tenant was required to share a kitchen with the Landlord from the outset of their tenancy agreement. On May 15, 2025, the property was sold.
6. Pursuant to section 18 of the Act, covenants concerning things related to a rental unit or the residential complex run with the land. This has been interpreted to mean that one who buys or acquires a property with sitting tenants, steps into the shoes of the landlord selling the property. The definition of landlord in subsection 2(1) of the Act includes successors in title, heirs and assigns. Section 18 of the Act has generally been held to mean that provisions of the tenancy agreement survive a transfer in ownership of the property.
7. When the new landlord purchased the property, they step into the shoes of the seller landlord. It is the purchaser's right and obligation to perform their due diligence on the purchase of a tenanted building.
8. In *Cowie v. Bindlish*, 2010 ONSC 2628 ("Cowie") the Divisional Court found that a landlord could not render a tenancy to which the Act applied exempt from the Act by a unilateral action like moving into the residential complex. The nature of the tenancy is established at the outset.
9. Following *Cowie*, having found the Act did not apply at the outset of the Tenant's tenancy agreement, the tenancy falls under section 5(i) of the Act. This means the Act does not apply and the Board has no jurisdiction over this relationship.

It is ordered that:

1. The Act does not apply.

May 12, 2026
Date Issued

Vinuri Sivalingam
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.