



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-058793-25

In the matter of: 4B, 6197 Perth St
Richmond ON K0A2Z0

Between: Gerald Victor Seed Tenant

And

Richmond Lodge Landlord

Gerald Victor Seed (the 'Tenant') applied for an order determining that Richmond Lodge (the 'Landlord'):

- did not give the Tenant a written tenancy agreement for their care home unit or the agreement did not include information about care services and meals and / or the charges the Tenant agreed to pay for them.

This application was heard by videoconference on April 13, 2026.

Only the Tenant's Agent Colleen Hache attended the hearing.

As of 12:39pm, the Landlord 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 Tenant's evidence.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed

No tenancy agreement or information about care services

2. The Tenant's Application was filed on the basis that the Landlord did not give the Tenant a written tenancy agreement for their care home unit or the agreement did not include information about care services and meals and / or the charges the Tenant agreed to pay for them.

3. However, at the hearing the Tenant's Agent explained that the rental unit is a retirement home and not a care home, and that they were instead seeking the return of one months rent on the basis that her father was hospitalized and she was informed by the Landlord they could not accept him back and he subsequently vacated, only to be charged for an additional 30 days of residency.
4. The Tenant agent testified that medication was distributed by the Landlord and meals were provided, additionally, her father received assistance with bathing.
5. Section 2(1) describes a care home as:

"care home" means a residential complex that is occupied or intended to be occupied by persons for the purpose of receiving care services, whether or not receiving the services is the primary purpose of the occupancy

6. Care services are defined in Ontario Regulation 516/06 s.2(1) as:

"As part of health care services, rehabilitative services, therapeutic services and services that provide assistance with the activities of daily living, the following are included in the definition of "care services" in subsection 2 (1) of the Act:

1. Nursing care.
 2. Administration and supervision of medication prescribed by a medical doctor.
 3. Assistance with feeding.
 4. Bathing assistance
 5. Incontinence care.
 6. Dressing assistance.
 7. Assistance with personal hygiene.
 8. Ambulatory assistance.
 9. Personal emergency response services.
7. Therefore, I am satisfied that the TT was receiving care services, and the rental unit would constitute a care home under the Act.
 8. The Agent testified that in June 2025 her father was hospitalized for three weeks before returning to Richmond lodge for less than one week during which time he was on the call button, before being hospitalized again. While he was in the hospital on July 2, 2025, she received an email from the Landlord indicating that they would not be able to accept him back as he required too much care and they did not have enough staff to provide it. She testified that this email did not provide a date for termination of his tenancy.

9. She testified that after receiving the email she began to scramble and was able to secure alternate housing for him and moved him out on July 13, 2025. She testified that she provided the Landlord with notice of termination verbally on July 11, 2025. However, her father was charged until August 10, 2025.
10. The Tenant's Agent initially sought the return of \$2145 as an abatement but later revised this to indicate that she was only seeking the return of funds charged up to July 13, 2025.

Analysis

11. Ultimately, the Tenant's Application is not alleging that the Landlord did not give the Tenant a written tenancy agreement for their care home unit, or the agreement did not include information about care services and meals and the charges the Tenant agreed to pay for them. Therefore, the Tenant's Application cannot succeed on this ground.
12. However, even if I were to consider the Tenant's Application as a T1 seeking illegal rent, I would find that it should be dismissed.
13. A care home Tenant is entitled to terminate the tenancy with 30 days notice using an N9. The termination date does not have to be the last day of a period in the tenancy. When a Tenant gives 30 days' notice to terminate their tenancy in a care home, they also have the right to end their liability for care services earlier by giving 10 days' notice.
14. In this case the Tenant did not terminate the tenancy using an N9 and instead provided verbal notice, however this was accepted by the Landlord, and the invoice provided by the Tenant's Agent indicates that the Tenant was not charged for care services beyond July 21, 2025, or for rent beyond August 10, 2025.
15. Therefore, I am not satisfied that the Landlord has charged an illegal rent.
16. Therefore, the Tenant's Application shall be dismissed.

It is ordered that:

1. The Tenant's Application is dismissed.

May 19, 2026
Date Issued

Reid Jackson
Member, Landlord and Tenant Board

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