



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-097719-25

In the matter of: 3307, 82 DALHOUSIE ST
TORONTO ON M5B0C5

Between: Zahra Esfahanian Tenant

And

Ardeshir Zarezade Landlord

Zahra Esfahanian (the 'Tenant') applied for an order determining that Ardeshir Zarezade (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 29, 2026.

The Tenant, the Tenant's Representative Merve Ozdemir and the Landlord attended the hearing.

Determinations:

Preliminary Issue – Does the Act Apply?

1. At the outset of the hearing, the Landlord submitted that the *Residential Tenancies Act*, 2006 (the 'Act') does not apply, because the unit is exempt from the Act pursuant to section 5(i) of the Act, which states

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 they spouses child or parent, and where the owner, spouse, child or parent lives in the building in which the living accommodation is located;
2. The Landlord, as the party asserting that the Act does not apply, bears the burden of proof on a balance of probabilities relative to this preliminary issue.
3. To prove something on a balance of probabilities, one must present sufficient clear, convincing and cogent evidence to establish it is more likely than not that something happened, or a fact is true: *FH v. McDougall*, 2008 SCC 53 (CanIII), paras 44-46.

4. The Tenant rented a room in a 3-bedroom condominium. The Tenant's room was the master bedroom which had its own bathroom, and the other bathroom and the kitchen was shared by the Tenant, the Landlord and another roommate.
5. The Tenant's Representative submitted that the Tenant, at the time of the signing of the roommate agreement, was unaware that the Landlord was one of the roommates, believed she was a tenant and protected by the Act.
6. The Tenant's Representative further submitted that the Tenant believed another female was moving into the unit but instead, another male moved into the unit making her very uncomfortable.
7. The Tenant's Representative submitted that the Tenant was misled by the Landlord, who is a licensed paralegal and although the Tenant was unaware that she would be sharing the unit with the Landlord, she had shared the unit with him since moving in.
8. The Landlord submitted that the Tenant signed a "Roommate Rental Agreement" and a copy was submitted as evidence. He further submitted that they share the kitchen.
9. Based on the evidence before me, I find on a balance of probabilities that the Act does not apply for the following reasons:
10. The Landlord resided in the unit and shared the kitchen with the roommates.
11. The Tenant signed a "Roommate Rental Agreement" prior to moving in and throughout the agreement she is referred to as a roommate and it contains such terms as:
 - Roommate and Landlord should respect each other's privacy
 - Roommates and Landlord are responsible for securing their personal belongings
 - Roommate and Landlord should ask for permission before borrowing or using each other's personal items
12. Since the Act does not apply, the Board has no jurisdiction to consider the merits of this application.

It is ordered that:

1. The Tenant application is dismissed.

May 22, 2026

Date Issued

Brenda Mercer

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.