



**Order under Section 21.2 of the
Statutory Powers Procedure Act
and the Residential Tenancies Act, 2006**

Citation: Limoncelli v Walcott, 2026 ONLTB 39771

Date: 2026-05-25

File Number: LTB-L-018582-26-SA-RV
LTB-L-028548-26

In the matter of: 10 AUGUSTA AVE
ST CATHARINES ON L2M5R2

Between: Guy Limoncelli Landlord

And

Lesroy Walcott Tenant

And

Courtney Markarian Potential Party

Review Order

Guy Limoncelli (the 'Landlord') applied for an order to terminate the tenancy and evict Lesroy Walcott and Courtney Markarian (the 'Tenant') because the Tenant gave notice to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-018582-26, issued on . This order was issued without a hearing being held.

The Potential Party filed a motion to set aside order LTB-L-018582-26.

The application was resolved by order LTB-L-018582-26 issued on March 6, 2026.

On April 17, 2026 the Potential Party requested a review of the order and that the order be stayed until the request to review the order is resolved.

On April 17, 2026 interim order LTB-L-018582-26-RV-IN was issued, staying the order issued on March 6, 2026.

The Landlord had also applied for an order to determine whether the *Residential Tenancies Act*, 2006 (the 'Act') applies to their tenancy.

The motion was heard by videoconference on May 7, 2026.

The Landlord, the Tenant, and the Potential Party attended the hearing.

Determinations:

Question of Whether the Act Applies

1. By virtue of the questions that need to be resolved pursuant to the review motion for LTB-L-018582-26, the question of whether the Act applies will be resolved in this hearing.

Request to Review

2. The ex parte order was based on an N9 notice served by the Tenant to the Landlord to terminate the tenancy. The date of termination was January 31, 2026. It is noted that the notice was also dated January 31, 2026, which suggests the Tenant intended to terminate the tenancy the day the notice was served.
3. The Potential Party (PP) requested the review of the order because they believe that they are the rightful tenant of the rental unit.
4. PP testified that the Tenant did not reside at the rental unit, nor had they since the tenancy started in 2024.
5. A copy of a bank draft paid to the Landlord (DOC-7827740) was presented at the hearing. The money order was from the PP and the payee was the Landlord. This was not contested at the hearing.
6. A copy of a letter to Ontario Works (OW), to claim rent for the PP's mother to have OW paid directly to the Landlord was also presented at the hearing (DOC-7810791, pg 17). The landlord acknowledged signing the document.
7. The Tenant testified that he had not resided in the rental unit since 2022 and had been renting out the rooms in the house to people. The Tenant stated that the Landlord did not care if the Tenant made a profit as long as the Landlord got his rent. The Landlord supported the Tenant's testimony.

Analysis

8. Pursuant to section 2 of the *Residential Tenancies Act*, 2006, (the 'Act'), a "tenant" is a person who pays a landlord for the right to reside in the rental unit. Based on the submissions before me, Lesroy Walcott does not meet the definition of a "tenant" under the Act. He rents the rental unit for the purpose of re-renting parts of the rental unit to other people. The Landlord's support of Lesroy Walcott's testimony suggests a potential two-tiered Landlord system.

9. The Board addressed this very type of arrangement in Review Order TSL-50630-14-RV2, issued on March 13, 2015. As noted in that order, there have been a number of different interpretations in prior Board orders of the relationship between the parties when a building owner/landlord rents a unit to a social agency who then rents it to a tenant. Order TSL-50630-14-RV2 determined that in such a circumstance the building owner/landlord and the social agency which obtained control and possession of the rental unit in accordance with their agreement with the building owner/landlord are both “landlords” within the meaning of the *Residential Tenancies Act, 2006* (“RTA”). The actual occupant of the rental unit, the social agency’s client, is the “tenant” within the meaning of the RTA.
10. Although Mr. Walcott is definitely not a “social agency”, I do believe that Mr. Walcott obtained and controlled to at least some degree of the business of the tenancy. Whether the relationship between Mr. Walcott and the Landlord is a business relationship, friendship or otherwise is not before me but rather, if the Potential Party is a “tenant”.
11. Based on the evidence before me, The Potential Party does meet the definition of a tenant under the Act: she pays a landlord for the right to reside in a rental unit.
12. Therefore, I am satisfied that Courtney Markarian is a “tenant” as is defined under the Act. I find that Lesroy Walcott is not a “tenant” as defined under the Act, therefore did not have the right to terminate this tenancy pursuant to section 47 of the Act.
13. Therefore, order LTB-L-018582-26 is set aside. The Landlord’s application is dismissed.

It is ordered that:

1. The request to review order LTB-L-018582-26 issued on March 6, 2026 is granted.
2. Order LTB-L-018582-26 issued on March 6, 2026 is cancelled.
3. Courtney Markarian is the tenant of the rental unit.
4. The Act applies to the tenancy between the landlords; Guy Limoncelli and Lesroy Walcott, and the Tenant, Courtney Markarian.
5. The Act does not apply to the tenancy between Guy Limoncelli and Lesroy Walcott, as this is a commercial tenancy.
6. The Landlord’s L3 application is dismissed.

May 25, 2026
Date Issued

Robert Brown
Vice Chair, 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.