



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

Citation: Ritlop v Rettamella, 2026 ONLTB 40654

Date: 2026-05-26

File Number: LTB-L-038594-25

In the matter of: 595 Royal York Road
Toronto Ontario M8Y2S8

Between: Anton Ritlop Landlord

And

Sandeep Rettamella Tenant

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

This application was heard by videoconference on May 5, 2026.

The Landlord, the Landlord's support person, Rok Ritlop and the Tenant attended the hearing.

Determinations:

1. This application was heard with LTB-T-103876-24.
2. Based on the evidence before me, I am satisfied on a balance of probabilities that section 5(i) of the *Residential Tenancies Act, 2006* (hereinafter referred to as the "Act") does not apply to the rental unit and that this tenancy is governed by the Act.
3. Section 5(i) of the Act, which sets out exemptions to the Act, states "living accommodation whose occupant is required to share a bathroom or kitchen facility with the owner, owner's spouse, child or parent of owner and where the owner, spouse, child or parent lives in the building in which the living accommodation is located."
4. The Landlord's position is that he has lived in the house for the last 10 years and travels to and from Slovenia to see his family. He stated that there are 4 rooms for rent in the house and there are 3 tenants in the house along with himself. He resides in Room #3. He stated that the Tenant is residing in Room #1 and has been since 2022. He presented a sketch of the rooms on the ground floor and the first floor of the house.
5. The Landlord also provided a copy of the lease with the Tenant that was entered into on June 1, 2022. It set out that the Tenant would be room sharing and would share a

common bathroom and kitchen for a monthly rent of \$850.00. He further provided copies of his plane tickets to and from Europe showing the status of his living arrangements.

6. The Tenant's position is that the Landlord has never resided in the rental house. He stated that there are 3 bedrooms in the home and one room known as the fireplace room which is also rented out to another tenant. He stated that the most recent tenants included: Anil who was residing in Room #3, Doma, another lady who was residing in Room #2 and Krishna who was residing in the fireplace room. He stated that the Landlord resides in Slovenia and returns to Toronto once a year for a couple of weeks to do his taxes and check the house. The Tenant stated that the Landlord stays in the basement or with friends when he is in Toronto. The Tenant stated that the Landlord has continued this practice since 2022 when he moved in.
7. The Tenant provided multiple emails from the Landlord to himself and other tenants which he felt proved that the Landlord did not reside in Toronto. These included the following:
 - a) March 19, 2023 – "no family lives at the house, no pets, no kids and it is use of all house."
 - b) March 23, 2024 – "I am planning to get to Toronto on April 3rd and stay for about 4 weeks. See you soon."
 - c) April 30, 2024, 3:30 a.m. – "Do I need come here from Europe AFTER 15 MONTH to catch mouse for you...!! Totally nonsense and TOTAL STUPIDITY from guys from INDIA."
 - d) April 30, 2024, 5:39 a.m. – "Landlord family is not living here and kick you in the ass for every little thing!! You have it to good, having ALL HOUSE TO YOURSELVES, with no restrictions and no landlord family living here, to ask WHEN CAN YOU USE THE KITCHEN etc.!!"
 - e) May 3, 2024 – "But you also have all the freedom in the house, with no family living there to bother you. You guys are the bosses in the house and I am the BEST landlord you guys will ever have."
 - f) May 16, 2024 – "But, I am not there for 15 months last year and you guys are in NEED TO USE INTERNET for your work to get your paychecks... From JUNE 1st you will pay for it, since I was not using it at all."
8. Further, the Tenant pointed out that all of these emails were sent to 4 different people, including the Tenant and 3 other tenants who were all living in the rental house. Their email addresses coincided with the named tenants mentioned above.
9. The Landlord's flight information showed that he had travelled from Europe to Toronto and back to Europe on two separate occasions including April 19, 2022 returning June 2, 2022, and February 14, 2023 returning March 13, 2023. Further, it was uncontested that the Landlord travelled to Toronto from Europe in 2024 to complete repairs to the house while the Tenant was in India. The Landlord's travel information confirmed that he travelled from Europe to Toronto, stayed for 3-4 weeks normally in Toronto and then returned to Europe.
10. Based on the evidence before me, I am satisfied on a balance of probabilities that section 5(i) of the Act does not apply to the rental unit or residential complex. The Landlord's emails to the 4 different tenants repeatedly made it clear that he did not reside in the rental house and the Landlord's flight information confirmed that the Landlord has not and is not residing in Toronto.

It is ordered that:

1. Section 5(i) of the Act does not apply to this tenancy and the Landlord's application is dismissed.
2. The tenancy between the Landlord and the Tenant is governed by the Act.

May 26, 2026
Date Issued

Carrie Bertrand
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.