



Order under Sections 30 / 31 Residential Tenancies Act, 2006

Citation: Picakci v Ding, 2026 ONLTB 41582

Date: 2026-05-26

File Number: LTB-T-024983-26

In the matter of: 69 BISHOP AVE
NORTH YORK ON M2M1Z4

Between: Gorkem Picakci Tenant

And **MAY 26, 2026**

Shaowei Ding Landlords
Xi Xu

Gorkem Picakci (the 'Tenant') applied for an order determining that Shaowei Ding and Xi Xu (the 'Landlords'):

- entered the rental unit illegally.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home.
- 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.
- failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was heard by videoconference on April 22, 2026.

The Landlords, the Landlord's legal representative, Yan Li ('YL'), and the Tenant attended the hearing.

Determinations:

1. Xi Xu ('XX') is the owner of the unit. The originally named Landlord, Shaowei Ding ('SD') is a Realtor, and is XX's partner. The Tenant said his agreement was with SD and he does not know who XX is. For the reasons that follow, it is not necessary to determine if SD falls under the definition of Landlord in the *Residential Tenancies Act, 2006* (the 'Act'). I accept that XX owns the residential complex and is therefore a Landlord as defined in the Act. The application is amended to add her as a Landlord party.

2. The arrangement between the parties was that the Tenant rented the premises, which is a single family detached house. The Tenant is then permitted to “sublease” the bedrooms in the house to other individuals using short-term rental platforms, like Air BnB. The Tenant said he is obligated to pay the same rent to the Landlord regardless of how many rooms are rented.
3. The Tenant did not claim he lives in the rental unit, or in any of its rooms. He said that this agreement commenced June 1, 2025, and that he lived in one of the rooms for about a week, from about June 1-7, 2025, while he prepared the other rooms to rent. SD disputed that the Tenant ever lived in the unit, and his uncontested evidence was that the Tenant has another place to live with his family.
4. The parties have a total of 4 houses under similar agreements.
5. Subsection 202(1) of the Act states:

Findings of Board

202 (1) In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

(a) may disregard the outward form of a transaction or the separate corporate existence of participants; and

(b) may have regard to the pattern of activities relating to the residential complex or the rental unit. 2006, c. 17, s. 202.

6. The real substance of the parties’ relationship relative to this rental unit is plainly a commercial relationship. This is not, and was not from the beginning, premises used or intended for use as rented residential premises by the Tenant. The Tenant rented the house for the purpose of renting the rooms out to others. In other words, the intention was never for the Tenant to use the premises for his own residential use. In substance, this is a business relationship.
7. The unit is therefore not a “rental unit” in a “residential complex” as defined in the Act, and the Act does not apply: see ss. 2(1), “rental unit” and “residential complex”; and ss. 3(1), *Residential Tenancies Act, 2006*.
8. The Tenant’s application is dismissed.

It is ordered that:

1. The *Residential Tenancies Act, 2006* does not apply.
2. The Tenant’s application is dismissed.

May 26, 2026
Date Issued

Mark Melchers
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.