



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

Citation: Yonus v Stewart, 2026 ONLTB 32959

Date: 2026-06-01

File Number: LTB-L-075706-25, LTB-T-056756-25-RV

In the matter of: 33 Comfort Way
Whitby Ontario L1N0K5

Between: Zarghuna Yonus Landlord
Mina Yonus

And

James Stewart Tenant

Review Order

Zarghuna Yonus and Mina Yonus (the 'Landlord') applied for an order to determine whether the *Residential Tenancies Act, 2006* (the 'Act') applies.

James Stewart (the 'Tenant') applied for an order determining that the Landlord:

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was resolved by order LTB-L-075706-25, LTB-T-056756-25-IN3 issued on February 4, 2026.

On March 5, 2026, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On March 9, 2026, interim order LTB-L-075706-25-RV-IN was issued, staying the order issued on February 4, 2026.

The review request was heard by videoconference on April 16, 2026.

The Landlords, the Landlords' Agent Spinghar Yonus, the Tenant, and the Tenant's Legal Representative Vidy Matadeen attended the hearing.

Although I find that the *Residential Tenancies Act*, 2006 (the 'Act') does not apply, for ease of reference the parties are referred to as "Landlord" and "Tenant" for the purpose of this order.

Determinations:

1. In order LTB-L-075706-25 issued on February 4, 2025, the Member found that the Landlord resided in the residential complex prior to, and throughout the time that the Tenant resided there. The parties were required to share the kitchen. However, the Member found that the exemption under section 5(i) of the Act did not apply because the Landlord did not communicate to the Tenant that she resided there. The Member referenced *Cowie v. Bindlish*, 2010 ONSC 2628, in the decision.
2. The Landlord's Agent submitted that the Member misinterpreted the Act, adding an additional element of communication to the exemption under 5(i). The Landlord's Agent also submitted that the Member misapplied *Cowie*, as it does not require advance communication. The Landlord's Agent argued that, since the Landlord proved that she resided at the residential complex at all times of the Tenant's occupancy and they shared a kitchen, the Act does not apply.
3. The Tenant's Representative took the opposing position, submitting that the order did not contain a serious error. The Representative submitted that the Member thoroughly reviewed the evidence, the parties had a fair opportunity to participate, and the order contained sufficient reasons for the decision.
4. Section 5(i) of the Act does not require advance communication of the arrangement to the occupant. It 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 the spouse's child or parent, and where the owner, spouse, child or parent lives in the building in which the living accommodation is located.
5. *Cowie* does not add a communication requirement either. In *Cowie*, the tenant rented a room in a house with a shared kitchen and bathroom. The landlord moved in after the tenancy started. The Divisional Court found that the landlord could not unilaterally change the nature of the tenancy without communicating this to the tenant.
6. The facts of the current case differ, as the Member determined that the Landlord resided at the residential complex before and during the Tenant's occupancy. Therefore, there was no change that needed to be communicated. The parties were required to share the kitchen from the beginning.
7. Therefore, I am satisfied that the Member misapplied the Act and *Cowie* by adding a requirement of advance communication to the test under section 5(i). This is a serious error, and the review request is granted.
8. However, I find no error in the remainder of the order determining that the Landlord resided in the house. The Member gave extensive reasons for her determinations, referencing

both parties' evidence. I am satisfied that the Member considered the parties' evidence and submissions when making her determinations. The Member's findings are therefore reasonable and entitled to deference. Therefore, I do not find it necessary for the entirety of the application to be re-heard. The order will be amended.

9. Given that the Act does not apply to these parties, the Tenant is not entitled to file an application to the Board. Therefore, application LTB-T-056756-25 must be dismissed.

It is ordered that:

1. The request to review order LTB-L-075706-25, LTB-T-056756-25-IN3 issued on February 4, 2026, is granted. The order is amended as follows.
2. The interim order issued on March 9, 2026, is cancelled.
3. The Act does not apply.
4. The Tenant's application, LTB-T-056756-25, is dismissed.

June 1, 2026
Date Issued

Kate Sinipostolova
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.