



Order under Section 69 Residential Tenancies Act, 2006

Citation: Yang v King, 2026 ONLTB 43673

Date: 2026-06-08

File Number: LTB-L-024231-26

In the matter of: 477 Salisbury Street
LONDON ON N5Y3B4

Between: Senlin Yang Landlord

And

Zachariah Issack King Tenant

Senlin Yang (the 'Landlord') applied for an order to terminate the tenancy and evict Zachariah Issack King (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 30, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Landlord's application is dismissed because the *Residential Tenancies Act, 2006* (the 'Act') does not apply to the agreement between the parties due to the exemption from the Act at section 5, paragraph (i).
2. I am satisfied on a balance of probabilities that the agreement between the parties requires the Tenant to share a kitchen with the Landlord.
3. There is no dispute Mr. Yang resides in a house together with Mr. King and other renters occupying different bedrooms.
4. There is also no dispute kitchen used by Mr. King is not separated from the rest of the house – it is accessible to all occupants. It is one of two kitchens in the residential complex.
5. These agreed facts are corroborated by the written agreement between the parties, which both Mr. Yang and Mr. King confirmed they signed. The document is titled "Roomer/Landlord Agreement", has a specific cautioning at the beginning about the situation where a roomer shares a kitchen and/or bathroom with the homeowner, and was

signed and dated by both parties on November 28, 2025. The kitchen and bathroom are referred to as common areas accessible to the Tenant.

6. Mr. King testified that the Landlord does not use the kitchen that he uses, but the Landlord disputes this. In any event, what is relevant to the determination on whether the section 5(i) exemption applies is not whether sharing of these spaces regularly occurred, but rather whether the rental agreement requires the Tenant to share these facilities with the Landlord. It is clear in the written agreement that the parties agreed to share these facilities, and I am not satisfied that the parties have modified these terms by mutual consent.
7. Having agreed to rent a room to Mr. King that cites the exemption from the Act at issue, the Landlord cannot then proceed to seek an order pursuant to the Act.
8. Similarly, the claims raised by Mr. King under section 82 of the Act are not within the Board's jurisdiction and cannot be pursued in this venue.

It is ordered that:

1. The Landlord's application is dismissed.
2. The Tenant's claims under section 82 of the Act are dismissed.

June 8, 2026
Date Issued

Jeremy Henderson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.