



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-092156-25

In the matter of: 254 Prince St
Peterborough ON K9J2A5

Between: YUANCHI(Leo) WEI Tenant

And

Micheal Scrimshaw Landlord

YUANCHI(Leo) WEI (the 'Tenant') applied for an order determining that Micheal Scrimshaw (the 'Landlord'):

- 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 heard by videoconference on June 1, 2026.

Only the Tenant attended the hearing.

As of 3:18 p.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

The terms 'Landlord' and 'Tenant' are used for convenience only in this order. There was no determination of whether or not the Act applies.

Determinations:

1. As explained below, I was not satisfied that the *Residential Tenancies Act, 2006* (the 'Act') applies to this relationship.
2. The Tenant provided a copy of the agreement he had signed with the Landlord into evidence (DOC-8036223pg85). This agreement is titled "Sublet Agreement Form," and provides that the Landlord is a Tenant and that Linda McFadden is the Owner/Landlord for the property. Linda McFadden is not a signatory to this agreement and the Tenant confirmed that he had no dealings with this person.

3. The Tenant also stated that he resided in the same rental unit as the Landlord and they shared common facilities including the kitchen.
4. Section 2 of the Act provides that:

A “landlord” includes,

(a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,

(b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a), and

(c) a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent;

Emphasis Added

5. Based on the evidence before me, I was satisfied that Micheal Scrimshaw is more likely than not a tenant occupying the unit and therefore does not meet the definition of a Landlord under the Act. I find it more likely than not that this was a roommate living arrangement which is not covered by the Act.
6. Therefore, the LTB has no jurisdiction to determine the dispute between these parties. Consequently, the application is dismissed.

It is ordered that:

1. The application is dismissed.

June 3, 2026
Date Issued

Lisa Del Vecchio
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.