



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

Citation: MONTEREY PARK INC. v HEALTH, 2026 ONLTB 47850

Date: 2026-06-17

File Number: LTB-L-106715-25

In the matter of: 114, 35 CONFEDERATION DR
SCARBOROUGH ON M1G1A2

Between: MONTEREY PARK INC. Landlord

And

COTA HEALTH Tenant
STEVEN WHALE

MONTEREY PARK INC. (the 'Landlord') applied for an order to terminate the tenancy and evict COTA HEALTH and STEVEN WHALE (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

MONTEREY PARK INC. (the 'Landlord') also applied for an order requiring COTA HEALTH and STEVEN WHALE (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on April 2, 2026.

The Landlord's agent, Morris Rozen, the Landlord's legal representative, Ian Shemesh, the named Tenants' agent, Robert Abbatangelo and Lucciana Versace, attended the hearing.

Determinations:

1. As explained below, I find that the relationship between the Landlord and the Tenant is not a residential tenancy governed by the Act, it is akin to a dispute between two co-landlords as established in *Tremblay v. Ogunfeibo*, [2019 ONSC 7423](#) ('Tremblay') and *TSL-50630-14-RV2 (Re)*, [2015 CanLII 13940 \(ON LTB\)](#) ('the panel decision'). Therefore, the Board has no jurisdiction to address this dispute and the application must be dismissed.
2. On or about May 15, 2014, the parties entered into an agreement characterised by them as a "tenancy agreement" for the lease of the rental unit. A copy of this agreement was entered into evidence at the hearing.
3. Although the written lease provides that the Tenant, COTA Health, would occupy the rental unit, the parties agreed that COTA Health did not actually occupy the unit. It was also confirmed that no employee or director of COTA Health occupied the rental unit. Rather, COTA Health intended to use, and did use, the rental unit to provide housing for its clients, who are individuals with mental health disabilities.
4. At the hearing, the Tenant's agents submitted that the Board has no jurisdiction to deal with the Landlord's application because the agreement between the Landlord and the Tenant is not a residential tenancy agreement falling within the scope of the RTA. The Tenant's agents relied on Board decision *TSL-50630-14-RV2*, reported at *TSL-50630-14-RV2 (Re)*, [2015 CanLII 13940 \(ON LTB\)](#) (the 'Precedent Case')
5. That decision dealt specifically with the relationship between a private landlord (HPA), similar to the Landlord in this case, and a supportive housing provider serving individuals with severe mental health disabilities and individuals marginalized by poverty (HCH), similar to COTA Health.
6. The relationship between the Landlord and the Tenant in this case is identical to the relationship between HPA and HCH in the Precedent Case. In both situations the parties entered into a residential tenancy agreement with the intention that the tenant would permit its clients to occupy the rental unit. In effect, the tenancy agreement between the Landlord and the Tenant was a vehicle for COTA Health to provide supportive housing for its clients.
7. In recognition of the important jurisdictional and public policy issues to be decided, the Precedent Case was heard by a three-member panel (the 'Panel'), consisting of the Executive Chair and two Vice Chairs of the Board.
8. In addition to hearing from the parties in that case, the Panel invited submissions from several organizations involved in tenant's rights issues, particularly the rights of disabled or marginalized tenants.
9. In the Precedent Case, HCH argued that if the RTA were found not to apply to its agreement with HPA, there could be profound effects on its ability, and that of other supportive housing providers, to secure housing from the pool of private housing. The Panel rejected this argument, saying, at paragraphs 35 to 38 of the decision:

"35. First, we have no evidence before us that the provision of supportive housing in Ontario will fall or collapse if we fail to determine there are two tenancies in respect of the residential unit. It is not disputed that the arrangement between HPA and HCH, while common, is not the only type of arrangement between

supportive housing providers and private landlords. We expect that HPA and HCH, and parties like them, will address their mutual interests through negotiated agreements, or amendments to existing agreements in light of our decision.

36. Second, we are not prepared to accept what is in essence a fiction (that supportive housing providers are residential tenants and their agreements with private landlords are residential tenancy agreements) because it is convenient for the parties, particularly where to do so would undermine or limit the rights of individuals whom the RTA is specifically designed to protect. In this regard, we accept aspects of the position advanced by ARCH: that individuals like IM [the occupant of the rental unit in that case] who have severe disabilities and may need supports to live independently, should not be disadvantaged or treated unequally with regards to rental housing. IM is no different than any other residential tenant in Ontario, except that, because of his disability he may require support in finding and maintaining housing. The assistance and supports are provided by organizations like HCH which are facilitators, not residential tenants themselves.

37. Similarly, we are not prepared to find that there are upper and lower tenancy agreements, which have the effect of limiting the rights of individuals such as IM, because of the possibility that some private landlords may be unwilling to rent to individuals who have mental illness. While this concern may be, unfortunately, well founded, it would be equally wrong for the Board to make a determination that would provide lesser rights to persons with disabilities.

38. Finally, it is not for the Board to remedy any social policy concerns regarding the ability of social housing providers to secure housing for their clients. It is for the Legislature to adopt specific provisions relating to supportive housing providers, if it considers it necessary or advisable. The Board's responsibility is to interpret and apply the RTA in a way that best accords with its purpose, and protects the rights and responsibilities of residential landlords and residential tenants."

10. The Panel made no finding as to the nature of the agreement between HPA and HCH, except that it is not a residential tenancy agreement falling within the scope of the RTA.
11. While I am not bound by the decision of the Panel in the Precedent Case, there is nothing to distinguish the relationship between the Landlord and the Tenant in this case from that of HPA and HCH in that case. Moreover, it is clear that the intention of striking a 3-member panel was to create a precedent that would give consistency to Board rulings in respect of disputes between parties like the Landlord and the Tenant.
12. Based on the submissions and evidence adduced at the hearing and taking the Precedent Case into consideration, I find that the agreement between the Landlord and the Tenant is not a residential tenancy agreement falling within the scope of the RTA. The Board has no jurisdiction over the relationship between the Landlord and the named Tenant. Therefore, the application is dismissed on that basis.

It is ordered that:

1. The application is dismissed.

June 17, 2026

Date Issued

Colin Elsby

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.