



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-018401-26

In the matter of: 289 FENNEL ST
PLATTSVILLE ON N0J1S0

Between: Barbara Schott Landlord

And

Antony Carroll Tenants
Bianca Carroll

Barbara Schott (the 'Landlord') applied for an order to terminate the tenancy and evict Antony Carroll and Bianca Carroll (the 'Tenants') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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

This application was heard by videoconference on May 27, 2026.

The Landlord, and their Legal Representative, Shaun Harvey, and the Tenants attended the hearing.

Determinations:

Preliminary Issue

Does the Act Apply?

1. At the outset of the hearing, the Landlord's Legal Representative raised the preliminary issue of whether or not the *Residential Tenancies Act, 2006* (the 'Act') applies to the rental unit and whether the rental unit falls within the exemption in s.5(i) of the Act.
2. Section 3(1) of the Act provides the following: "This Act, except Part V.1, applies with respect to rental units in residential complexes, despite any other Act and despite any agreement or waiver to the contrary."

3. Not all living accommodations are governed by the Act. Section 5 specifically identifies a series of exempt living accommodations. In this case, the Landlord's Legal Representative submits that the Act does not apply to this tenancy because the rental unit is exempt from the Act pursuant to subsection 5(i) which states the Act does not apply 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.

4. The following was not in dispute:

- The rental property is entirely occupied by the Tenants and their family.
- The Tenant, BC, is the biological daughter of the Landlord.
- BC moved into the rental property with the Tenant AC in 2008 after the property was purchased for them to reside in. BC previously did not reside in the rental property.
- The Tenant BC and AC share a bathroom and kitchen facility when residing in the rental property.
- There is no written tenancy agreement.
- The Landlord does not reside in the rental property, but there are two adult children living in the rental property as well.

5. The Tenants stated that they pay \$1,140.00 rent for the rental property and that the rent amount was paid to the Landlord.

Analysis

6. There is no dispute that the Tenants pay rent to the Landlord in exchange for the right to occupy the rental unit and therefore meet the definition of "tenant" in section 2(1) of the Act. Further, the property meets the definition of "rental unit" in section 2(1) of the Act because it is a living accommodation used or intended for use as rented residential premises.
7. In my view, the Tenant's tenancy began when BC and AC moved into the property together. The Tenants deliberately entered into a tenancy agreement that clearly fits within the exemption. The Tenants agreed from the outset AC would be sharing a kitchen and bathroom with the owner's daughter, BC, when they moved into the rental property.
8. The Tenants did not make any submissions on the issue posed by the Landlord's Legal Representative, and in fact, agreed to what was being stated. There was nothing to the contrary presented by the Tenants in response to the preliminary issue.
9. Therefore, I must look at the situation at the time the parties entered into the tenancy agreement as the relevant period for assessing the application of subsection 5(i) of the

Act. I am satisfied that when the Tenants began living in the rental unit, the parties mutually understood that the Tenant BC would be required to share a kitchen and bathroom with the Landlord's child. Therefore, there was also a mutual understanding that the Act would not apply to the rental unit.

10. For the reasons above, I find the rental unit falls under subsection 5(i) of the Act. This means the Act does not apply and the Board has no jurisdiction over this relationship. Accordingly, I did not hear the merits of the application.

It is ordered that:

1. The *Residential Tenancies Act, 2006* does not apply.

June 22, 2026
Date Issued

Amit Gurpersaud
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.