



## Order under Section 9(2) Residential Tenancies Act, 2006

File Number: LTB-T-039631-24

**In the matter of:** 212, 75 Dalhousie Street  
Brantford Ontario N3T2J1

**Between:** Ian Rothead

**And**

The Bodega Inn Inc

I hereby certify this is a  
true copy of an Order dated  
**Jan. 27, 2025**  
Landlord and Tenant Board

Tenant

Landlord

Ian Rothead (the 'Tenant') applied for an order to determine whether the *Residential Tenancies Act, 2006* (the 'Act') applies.

This application was heard by videoconference on January 9, 2025. The Landlord's Agent, M. Wilson, the Landlord's Legal Representative, J. Struthers, and the Tenant attended the hearing.

Although I find that the named Tenant is not a Tenant and the unit is not covered by the Residential Tenancies Act, 2006 (the 'Act'), for ease of reference the parties are referred to as "Landlord" and "Tenant" for the purpose for this order.

### Determinations:

1. Based on the evidence before me, I am satisfied on a balance of probabilities that the Act does not apply to the rental unit.
2. On March 4, 2024, the Tenant and the Landlord's Agent corresponded via email about the Tenant's desire for a short-term accommodation. The Landlord promised to show the Tenant an '*unfurnished apartment*' and a '*furnished short-term*' unit.
3. The Tenant testified that he understood the unfurnished apartment were for tenancies for a term of one year or more which he did not want so he chose the short term furnished unit. The Tenant stated that he believed this was a tenancy covered by the Residential Tenancies Act, 2006 ('the Act') because of a month-to-month option.
4. In support of his position, the Tenant provided a *Tenant Rental Application* which he signed on March 11, 2024, and in the fine print states amongst other things that '*The undersigned agree to accept the above terms as a tenancy agreement or if required shall enter into a tenancy agreement prior to possession of the said premises*'.
5. The fine print is not indicative of a tenancy because on March 15, 2024, the parties signed a *Short-Term Rental Accommodation Agreement – Unit #212* in which the Tenant is referred to as a Guest. The document reflects the agreed monthly accommodation of \$2,195.00, an option to extend or cancel occupancy within 30 days of occupancy end date and several

other terms. A *Welcome to The Bodega Inn* package was also delivered to the Tenant which contained information on common areas, cleaning services, unit and unit keys, garbage removal, payments, laundry facilities, telephone etc.

6. The Tenant paid the accommodation cost on March 15, 2024, and subsequently extended his stay by making another payment on April 15, 2024. On May 10, 2024, he received an email from the Landlord exercising the option not to extend his stay beyond May 15, 2024 in accordance with the agreement. On June 27, 2024, the Tenant was removed from the unit by the police following a call from a family member over a dispute.
7. Based on all the evidence, the rental unit falls within the exemption contained in section 5 (a) of the Act which provides:

***Exemptions from Act***

***5 This Act does not apply with respect to, ...***


*(a) living accommodation intended to be provided to the travelling or vacationing public or occupied for a seasonal or temporary period in a hotel, motel or motor hotel, resort, lodge, tourist camp, cottage or cabin establishment, inn, campground, trailer park, tourist home, bed and breakfast vacation establishment or vacation home; ...*

8. While the Tenant completed a Tenant rental application on March 11, 2024, he understood that this was a short-term rental based on the emails between the parties on March 4, 2024. On March 15, 2024, he signed a short-term agreement which terms included the options to extend his stay each month subject to the discretion of the Landlord.
9. The nature of the agreement between the parties, the furnished unit with a service phone, provision of beddings, and option to extend stay, all lead to the conclusion that the parties entered an agreement for a temporary period in an inn. Therefore, the Act does not apply to the relationship between the parties.

**It is ordered that:**

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

**January 27, 2025**  
**Date Issued**

  
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Jitewa Edu  
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.