



**Order under Subsection 87(1)
Residential Tenancies Act, 2006**

File Number: LTB-L-082149-25

In the matter of: 308, 125 SOUTH CARRIAGE RD
LONDON ON N6H0L6

Between: Skyline Real Estate Holdings Inc., c/o Skyline Living Landlord

And

Terri Harvey Tenant
Scott Noseworthy
Nathan Harvey

Skyline Real Estate Holdings Inc., c/o Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Terri Harvey, Scott Noseworthy and Nathan Harvey (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 10, 2025.

Only the Landlord's Legal Representative, Trevor Scheib, attended the hearing.

As of 10:03 a.m., the Tenants were 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 Landlord's evidence.

Preliminary:

Amend application to correct Tenant's last name

1. The Landlord's legal representative stated that the Tenant identified as Terry Noseworthy on the application should be amended to correct the Tenant's last name to Harvey.
2. The Landlord's legal representative's request is granted as I see no prejudice to the Tenant and the Tenant did not attend the hearing to provide submissions regarding the Landlord's legal representative's request.
3. The application is amended, and the change is reflected in this order.

Determinations:

1. The Tenant vacated the rental unit on October 31, 2025. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Tenant did not pay the total rent they were required to pay for the period from August 1, 2025 to October 31, 2025.
3. The lawful rent is \$2,585.74. It is due on the 1st day of each month.
4. The Tenant has not made any payments since the application was filed.
5. The tenancy ended on October 31, 2025 as a result of the Tenant moving out and the Landlord's legal representative did not make submissions on arrears owing under section 88 of the Residential Tenancies Act, 2006 (the "Act"). Therefore, the Tenant's obligation to pay rent ended on that date.
6. The rent arrears and daily compensation owing to are \$6,890.86.
7. The Landlord collected a rent deposit of \$2,586.74 from the Tenants, and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
8. Interest on the rent deposit, in the amount of \$43.58, is owing to the Tenants for the period from February 28, 2025, to October 31, 2025.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Consumer proposal filed: Nathan Harvey

4. The Landlord's legal representative stated the Tenants identified in the application entered a joint tenancy with the Landlord. The Tenant identified in the application as Scott Noseworthy had filed a consumer proposal.
5. The Landlord's legal representative submitted a copy of the proposal that indicates Scott Noseworthy filed the proposal on October 8, 2025 under Part III, Division II of the *Bankruptcy and Insolvency Act* (the 'BIA'). Section 69.3 and 84.2 of the BIA provides that upon filing of a proposal, all claims provable in bankruptcy are stayed. The stay of proceedings includes proceedings before the Landlord and Tenant Board.
6. In the context of the RTA, a joint tenancy means all the tenants share a single, undivided interest in the tenancy. A more important feature of a joint tenancy is that the co- tenants do not have separate shares of the rent. They are jointly and severally liable to the landlord for the entire rent, meaning that if the rent is not paid, the landlord may pursue any of them for the full amount. The Board has consistently held joint tenants to be jointly and severally liable for the whole rent, because the tenants share an interest in the entire tenancy rather than holding partial shares of it.

7. This means, essentially, that: (a) this application cannot proceed and must be stayed; and (b) the LTB can make an order that the bankrupt tenant pay rent or other amounts that became owed after the bankruptcy started; and (c) the LTB cannot terminate the tenancy and evict a bankrupt tenant based on an L1 application that is based on rent owed when the bankruptcy started, even if rent became owed after the bankruptcy started.
8. In the case before me the Landlord did not serve an N4 notice and filed an L9 application for arrears owing. Therefore, there is no eviction or termination of the tenancy for my consideration as all three Tenants vacated the rental unit on October 31, 2025.
9. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord's application for arrears against Scott Noseworthy must be stayed as a result of the Tenant's filing of the consumer proposal on October 8, 2025.
10. The Landlord's application against Terri Harvey and Nathan Harvey is granted and the total owing the Landlord is \$4,446.54 up to October 31, 2025.
10. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
11. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Landlord's application against Scott Noseworthy is stayed as a result of the Tenant's filing of the consumer proposal pursuant to the *Bankruptcy and Insolvency Act*. That application is stayed until the Court otherwise decides or until the Tenant is discharged from bankruptcy.
2. The Tenants Terry Harvey and Nathan Harvey shall pay to the Landlord \$4,446.54. This amount includes rent arrears owing up to October 31, 2025 and the cost of the application.
3. If the Tenant does not pay the Landlord the full amount owing on or before January 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.

January 9, 2026
Date Issued

Greg Brocanier
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.