



Order under Section 69 Residential Tenancies Act, 2006

Citation: Assensoh v Major, 2026 ONLTB 865

Date: 2026-01-09

File Number: LTB-L-062350-25

In the matter of: 7, 370 St Johns Rd
York ON M6S2K8

Between: Martin Assensoh Landlord

And

Brando Major Tenant
Tamico Glass

Martin Assensoh (the 'Landlord') applied for an order to terminate the tenancy and evict Brando Major and Tamico Glass (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 22, 2025.

The Landlord, the Landlord's legal representative Naseer Ahmed, and the Tenant Brando Major attended the hearing. Jessica Ayoub attended as a support person for Mr. Major.

The Tenant Tamico Glass was not present or represented at the hearing.

Determinations:

Preliminary Issue: Identity of the Parties to the Tenancy Agreement

1. I find that the two Tenants – Brando Major and Tamico Glass – entered into a joint tenancy with the Landlord via his authorized agent Ernest Alfred.
2. The Landlord testified at the hearing that he authorized Ernest Alfred to manage his rental properties while he was out of the country. In this capacity, Mr. Alfred signed two lease agreements for the rental unit: one listing the tenant as Mr. Major and one listing the tenant as Mr. Glass. Mr. Major and Mr. Glass are brothers who applied for the apartment together, as documented in the tenancy application attached to the rental agreement provided at the hearing.
3. It is unclear why Mr. Major and Mr. Glass signed separate rental agreements, but it is clear from the testimony at the hearing and the documentary evidence that the brothers

intended to rent the apartment together as joint tenants. It is also clear from the lease agreement that Mr. Alfred was acting in his capacity as agent for the Landlord when he signed the lease. As such, they are each jointly liable for the full amount of rent payable to the Landlord.

4. Further, I find that the lawful monthly rent for the rental unit is \$1,600.00 per month. The lease signed by Mr. Major – the only lease presented at the hearing – states that the rent is \$1,600.00. So does, per Mr. Major and the Landlord, the lease signed by Mr. Glass. However, the Landlord is not attempting to claim \$1,600.00 per month from each Tenant, but rather jointly from both Tenants for the use of the rental unit as a whole.

The Landlord's L1 Application

5. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,600.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$52.60. This amount is calculated as follows: \$1,600.00 x 12, divided by 365 days.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to November 5, 2025 are \$14,663.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.

Relief from Eviction

13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until January 31, 2026 pursuant to subsection 83(1)(b) of the Act.
14. Mr. Major testified that he is the only resident of the rental unit as of the date of the hearing, as his brother – the other Tenant, Mr. Glass – was living outside of Canada. He testified that he lost his employment in July and that he has frequently been hospitalized over the course of the tenancy due to a chronic health condition. No evidence was provided to further substantiate this testimony, but I found Mr. Major to be credible in his testimony. These details were not challenged on cross-examination.
15. Mr. Major also testified to other issues that have come up between the Landlord and the Tenants over the course of the testimony. He testified that the Landlord frequently enters the rental unit without proper notice under the Act and that there are several maintenance issues with respect to the rental unit. He also testified that the Tenants had been locked

out of the rental unit for two days in February 2024 and that the Landlord violated his privacy by obtaining his contact information from his wife's employer (the hospital where the Tenant receives treatment).

16. These issues were not properly before the Board as the Tenants had not provided notice of their intent to raise issues under section 82 of the Act. However, I heard this testimony from Mr. Major to assess whether section 83(3)(a) of the Act – which requires the Board to refuse to grant a landlord's application where the landlord is in serious breach of their responsibilities under the Act.
17. The testimony given by Mr. Major was insufficient to establish on a balance of probabilities that the Landlord was – as of the date of the hearing – in serious breach of his responsibilities under the Act. As of the date of the hearing, Mr. Major had access to the rental unit and did not identify specific maintenance issues that would be tantamount to a serious breach for the purpose of section 83(3)(a).
18. While there is insufficient evidence before me to make any finding of illegal entry by the Landlord, the Landlord is reminded of his obligation under the Act to only enter the rental unit pursuant to sections 26 and 27 of the Act. The Tenants may seek a remedy before the Board if any entries take place contrary to these provisions.
19. Taking into account the history of the tenancy and Mr. Major's medical and financial circumstances, a brief postponement of the eviction date of this order to January 31, 2026 is appropriate. This gives the Tenants an additional period of time to either void this order and preserve the tenancy or make alternate housing arrangements. Given the Tenant's failure to make any rent payments since the Landlord filed this application and the lack of financial resources identified at the hearing, it would be unfair to the Landlord to prolong the tenancy longer via a Board-imposed payment plan.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$19,649.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after January 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 31, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,112.60. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$52.60 per day for the use of the unit starting October 23, 2025 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after February 1, 2026.

January 9, 2026
Date Issued

Jeremy Henderson
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on August 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2026

Rent Owing To February 5, 2026	\$19,463.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$19,649.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$13,926.60
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$14,112.60
Plus daily compensation owing for each day of occupation starting October 23, 2025	\$52.60 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	