



Order under Section 87 / 89 Residential Tenancies Act, 2006

Citation: Murtaza v Sutherland, 2026 ONLTB 1466

Date: 2026-01-09

File Number: LTB-L-099570-24

In the matter of: 256 CHADBURN ST
OSHAWA ON L1H5V6

Between: Ahmad Zabi Murtaza

Landlord

And

Shawn Sutherland

Former Tenant

Ahmad Zabi Murtaza (the 'Landlord') applied for an order requiring Shawn Sutherland (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes, and compensation for damage to the premises.

This application was heard by videoconference on December 23, 2025.

The Landlord and the Tenant attended the hearing.

Reasons:

1. At the hearing, the Landlord withdrew his application for compensation for damage to the premises. The remaining application is for payment of rent arrears.
2. The parties agree that the tenancy ended at the end of November, 2024. The Landlord filed a ledger indicating that, over the course of the last year of the tenancy, the rent was not paid in full. By the end of the tenancy, arrears of \$8,800.00 had accrued.
3. The Former Tenant does not dispute the ledger's accuracy. However, he argues that he should not have to pay the full amount owing because, at the time that some of the arrears accrued, he was one of two joint tenants of the unit. His co-tenant moved out before he did, but he argues that she should be responsible for some of arrears that accrued before she moved out.
4. Joint tenants are jointly and severally liable for rent, meaning the Landlord is entitled to collect the full rent from either or both tenants. Even if an order for payment were made against both tenants, the Landlord would be free to enforce payment of the full order against either of them. The Landlord was also entitled to pursue a claim only against one

tenant, as he did here. In short, the Former Tenant is liable for the full amount owing, even if his co-tenant may also be liable for some of it.

5. If the Former Tenant feels that his co-tenant ought to reimburse him for some of the arrears, he would have to pursue a claim against her in a different forum.
6. The Tenant therefore owes the full \$8,800.00, and the Landlord's filing fee of \$186.00 for this application, less the rent deposit of \$1,780.00 and interest of \$44.62 owing on the deposit. An order will issue accordingly.

It is ordered that:

1. The Former Tenant shall pay the Landlord \$7,161.38, which the represents rent owing to the end of the tenancy and the Landlord's filing less, less the rent deposit and interest owing on the deposit.
2. If the Former Tenant does not pay the Landlord the full amount owing on or before January 20, 2026, the Former 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

Dale Whitmore
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.