



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-059848-25

In the matter of: 1807, 4655 METCALFE AVE
MISSISSAUGA ON L5M0Z7

Between: XIAO FENG HUANG

JAN. 8, 2026

Landlord

And

LAURA DOVE a.k.a Laura Anne Olive Dove
SHUBHAM BHARDWAJ

Tenant

XIAO FENG HUANG (the 'Landlord') applied for an order to terminate the tenancy and evict LAURA DOVE a.k.a Laura Anne Olive Dove and SHUBHAM BHARDWAJ (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 24, 2025.

The Landlord, the Landlord's Legal Representative Sergey Bogdanov, the Tenant's Legal Representative Moezzam Alvi and the 2nd named Tenant attended the hearing.

Determinations:

1. 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant has not made any payments since the application was filed.
4. The rent arrears owing to August 3, 2025, are \$6,505.76.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Interest on the rent deposit, in the amount of \$15.92 is owing to the Tenant for the period from May 21, 2025, to August 3, 2025.
7. At the hearing, the parties agreed to the following:

- The Landlord entered into a tenancy agreement with both Tenants in May 2025.
- The lawful rent was \$3,100.00.
- The Landlord collected a rent deposit of \$3,100.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
- The Tenant S. Bhardwaj paid \$2,000 on May 9, 2025, and \$1,100 on May 24, 2025, totaling \$3,100, which the Landlord received.
- The Tenant S. Bhardwaj vacated the rental unit on July 31, 2025.
- The Landlord regained possession of the rental unit on August 3, 2025, when the 1st name Tenant Laura Dove a.k.a Laura Anne Olive Dove.

The Landlord's Evidence

8. The Landlord testified the monthly rent for June and July 2025 remains unpaid.
9. When entering into the tenancy, the Landlord stated this agreement was created a single tenancy for the entire rental unit, with one total rent amount between the two tenants and no division of responsibility between them.
10. The Landlord acknowledged that the Tenant S. Bhardwaj paid \$3,100.00, in May 2025 but he treated that payment as a last month rent deposit.
11. During cross cross-examination, the Landlord stated he never agreed to apportion rent or limit either tenant's liability.
12. When questioned about an email sent to Mr. Bhardwaj, the Landlord acknowledged sending the email in which he stated it was 'not aimed' at Mr. Bhardwaj. He testified that these statements were intended to acknowledge that a payment had been made, but not to release either tenant from the balance of rent arrears.
13. Lastly, when question about if the Landlord agreed to converting the tenancy into separate or individual tenancies, the Landlord denied agreeing to converting the tenancy and again denied waiving rent arrears.

The Tenant's Evidence

14. Mr. Bhardwaj testified that he initially occupied the unit as a subtenant, renting a room from the principal tenant, and that he met the Landlord on several occasions during this period. He testified that after the principal tenant vacated at the end of May 2025, he and Ms. Laura remained in the unit.

15. He testified that multiple tenancy agreements were signed over time: a lease involving three tenants beginning August 1, 2023; another lease beginning August 1, 2024, again involving three tenants; and lastly, a lease beginning June 1, 2025, involving only himself and Laura.
16. He testified that the later lease was signed because the Landlord advised that he could either sign a new lease or vacate the unit. Mr. Bhardwaj testified that he felt compelled to sign in order to remain in the unit.
17. The Tenant testified that he believed the rent was divided between himself and his co-tenant. He paid the \$3,100.00 to the Landlord, what he understood to be his portion of the first and last month's rent. The Landlord accepted this payment and acknowledged it in writing.
18. When receiving that email from the Landlord "not aimed" at him, he understood that email to mean that the balance of the arrears resulted solely on Laura failure to pay. He felt that the June 3, 2025, that the Landlord intend to terminate Laura's tenancy, not his.
19. He was unaware that Laura had signed an N11.
20. The Tenant testified that he later served an N9 Notice of Termination, which the Landlord accepted, and that subsequent communications confirmed that enforcement proceedings were "not aimed" at him.
21. Lastly, the Tenant disputed the Landlord's claim of \$6,200 arrears, stating that his \$3,100 payment was not credited in the N4 calculation. He testified that the arrears claim failed to account for his payment and overstated the amount owing.

Analysis

22. The Board gives limited weight to the Tenant's testimony that he was asked to backdate an N11, as this allegation was not put to the Landlord, contrary to the rule in *Brown v. Dunn*. As such, the Landlord was not afforded an opportunity to respond, and the Board cannot rely on this evidence.
23. I find that while the Landlord may have advised the Tenant that enforcement was "not aimed" at him this does not alter the Tenants responsibly, waiver, release or novation under the tenancy agreement or the allocation of rent obligations under a joint tenancy.
24. When I examine the tenancy agreement, the Tenant signed the agreement, no part of the agreement allocates rent by a portion, and the Tenant did not present any written relief from the Landlord that relieves him of the outstanding arrears.
25. The Board must first determine whether the tenancy between the Landlord and the Tenants was a joint tenancy or a tenancy in common, as this determination governs liability for rent arrears.

26. The Board finds, on a balance of probabilities, that the tenancy was a joint tenancy, not a tenancy in common. This conclusion is based on the written lease agreement and the conduct of the parties. A joint tenancy creates a single, unified legal interest in the rental unit, where all tenants share equal rights and obligations under one contract. In contrast, a tenancy in common would require clear evidence of separate agreements or an explicit division of rent and responsibilities, which is absent here. The June 1, 2025 lease names both Mr. Bhardwaj and Ms. Dove as co-tenants under one agreement, stipulates a single monthly rent amount, and contains no language suggesting separate or divisible obligations. Furthermore, the Landlord's testimony that he never agreed to apportion rent or limit liability reinforces the presumption of joint tenancy. The Board also notes that informal arrangements between tenants to split rent do not alter the legal nature of the tenancy or the Landlord's rights under the *Residential Tenancies Act*.
27. The written tenancy agreement dated June 1, 2025, names both Mr. Bhardwaj and Ms. Laura Dove as tenants, provides for a single monthly rent of \$3,100, and does not allocate or apportion rent between the tenants. There is no language in the agreement suggesting separate or divisible rent obligations.
28. The Board accepts the Landlord's evidence that he never agreed, in writing or otherwise, to convert the tenancy into a tenancy in common or to limit either tenant's liability to a specific "portion" of the rent.
29. While the Tenant testified that he and his co-tenant had an informal understanding to divide rent between themselves, such private arrangements do not bind the Landlord and do not alter the legal nature of the tenancy.
30. Applying section 202 of the *Residential Tenancies Act*, the Board finds that the real substance of the relationship was a single tenancy for the entire rental unit, with rent payable jointly by the tenants. The Board is not persuaded that multiple leases over time, or the departure of a prior occupant, transformed the tenancy into separate legal interests.
31. There is no evidence of a written amendment to the lease, nor any express agreement releasing the Tenant from joint liability. The Board accepts the Landlord's testimony that he did not intend to forgive rent or limit liability, and that any such interpretation by the Tenant was subjective and unsupported.
32. As the tenancy is joint, the Landlord is entitled to a monetary order against both Tenants, jointly and severally. This means each tenant is individually responsible for the full amount of arrears, and the Landlord may enforce the order against either or both tenants until the debt is satisfied. The Board has no jurisdiction to apportion liability between co-tenants or to restrict enforcement to only one tenant, as doing so would contradict the principle of joint liability inherent in joint tenancies. The *Residential Tenancies Act* does not provide for partial enforcement or division of responsibility in such cases. Therefore, even if one tenant vacates early or claims to have paid a portion of the rent, the legal obligation remains collective and indivisible. This ensures that the Landlord is not prejudiced by private arrangements between tenants and can recover the full amount owed without unnecessary procedural complications.

33. Lastly, the Board finds that the co-tenant Ms. Dove vacated the rental unit on August 3, 2025, when the Landlord regained possession of the rental unit. Although Mr. Bhardwaj vacated the rental unit on July 31, 2025, the tenancy is joint, and his responsibility for arrears does not end because he chose to vacate early.

34. For all the reason given above, I am satisfied on a balance of probabilities the Landlord has met the burden of proof regarding the outstanding rent arrears.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of August 3, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$3,575.84. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before January 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 20, 2026, at 4.00% annually on the balance outstanding.

January 8, 2026

Date Issued

Anthony Bruno

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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$6,505.76
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,100.00
Less the amount of the interest on the last month's rent deposit	- \$15.92
Total amount owing to the Landlord	\$3,575.84