



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-084567-25

In the matter of: 115, 1010 DUNDAS ST E
WHITBY ON L1N0L6

Between: Aingarathasan Paramakuru Landlord

And

Kiana Jones Tenants
Arikaran Thalayasingam

Aingarathasan Paramakuru (the 'Landlord') applied for an order to terminate the tenancy and evict Kiana Jones (KJ) and Arikaran Thalayasingam (AT) (the 'Tenants') because the Tenant did not pay the rent that the Tenants owe.

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

The Landlord, the Landlord's Legal Representative, Sheryl Shobana, and the Tenants attended the hearing.

Determinations:

Preliminary Issue: KJ and AT are tenants

1. At the outset both KJ and AT testified they are not tenants. KJ testified she is not a tenant because she did not want to move into this unit and was listed as an occupant on the application for the tenancy. KJ did acknowledge that she had signed the lease agreement in which she is listed as a tenant. AT testified he is not a tenant as he vacated the rental unit in June 2025 and gave notice to the Landlord in July 2025 that he wanted to be removed from the lease.
2. Despite being listed as an occupant when the application was submitted for the rental unit, KJ is clearly listed as a Tenant on the lease, which she signed. While section 202 of the *Residential Tenancies Act, 2006* (the Act) requires the LTB to ascertain the real substance of the transaction between the Landlord and KJ, and in doing so may disregard the outward form of the transaction, including the written lease, KJ did not present any evidence that despite the terms of the lease, the parties had agreed that she would not have the right to permit occupation of the unit, and would instead only be an occupant. Therefore, I find that KJ is a tenant.

3. The lease does not explicitly state what kind of tenancy agreement was created, however it identifies KJ and AT as tenants who are collectively responsible for the monthly rent. In the circumstances, I am satisfied that this is a joint tenancy that was collectively entered into by the Landlord, KJ and AT.
4. AT testified that he is not a tenant because he vacated the property. I agree with and adopt the analysis of Member Whitmore in *Osgoode Properties v. Northmore*, 2018 CanLII 153456 (EAL-92191-20), in which he undertook an extensive analysis of the nature of tenancies-in-common and joint tenancies before concluding the following in relation to a joint tenancy in which one of the joint tenants vacates the rental unit without the agreement of all parties:

65. I have concluded that, in the current state of the law, the vacating tenant is not able to divest themselves of the tenancy. They may potentially be found liable for contraventions long after they have vacated. Fair or not, in my view that is how the law currently balances the parties' interests.

...

67. Unless the Landlord consents, I have concluded that the law does not permit [the tenant] to remove herself from the tenancy unless the entire tenancy is terminated. In short, the Landlord's interest in holding both [tenants] liable trumps [the vacating tenant's] interest in divestment. Whether that is the best way to balance the parties' competing interests is not for me to say.

5. The Landlord testified that they were willing to enter into a new tenancy with KJ only, however they testified that at no point did they consent to AT terminating their interest in the tenancy, and AT did not testify that consent was ever received from both the Landlord and KJ to remove them as a joint tenant. As a result, I find that he did not terminate his interest in the joint tenancy when he vacated the rental unit in July 2025.

Does the LTB have jurisdiction to make an order against AT?

6. It was not disputed that AT was no longer in possession of the rental unit when this application was filed on October 7, 2025. Pursuant to sections 87 and 189.0.1 of the Act, a landlord can bring an application seeking arrears of rent from a tenant or former tenant no longer in possession who vacated on or after September 1, 2021 so long as the application is filed no later than 1 year after the tenant or former tenant has ceased to be in possession, and the tenant or former tenant who is no longer in possession is given notice of the application and hearing.
7. Normally, a landlord must file an L10 application against a tenant who has vacated. I find that it is neither necessary nor expeditious in this case to require the Landlord to refile an L10 application for arrears against AT. I am satisfied that AT received notice of this hearing, attended the hearing, was given an opportunity to participate in the proceedings, and did in fact participate. In my view, it would not be unfair to treat the claims against AT as an L10 within this L1 application. I am satisfied that doing so is consistent with section 183 of the Act, which directs the Board to adopt the most expeditious method of

determining the questions arising in a proceeding that affords all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

L1 Application:

8. 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.
9. As of the hearing date, the Tenant KJ was still in possession of the rental unit. Based on my above reasons, AT is correctly named as a party to the application.
10. The lawful rent is \$2,450.00. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$80.55. This amount is calculated as follows: \$2,450.00 x 12, divided by 365 days.
12. The Tenant has paid \$261.00 to the Landlord since the application was filed.
13. The rent arrears owing to December 31, 2025 are \$10,389.00. The Tenants did not dispute the amount of the arrears.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$2,450.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
16. Interest on the rent deposit, in the amount of \$69.81 is owing to the Tenant for the period from November 2, 2024 to December 22, 2025.

Section 83 Considerations:

17. KJ sought a delay in eviction for 90 days. KJ testified that she is a single parent that has her daughter in her care for half of each month. She just finished a college program and she anticipates commencing employment in January 2026. KJ stated she is looking to downsize rental units in the new year, but she has no where to go and she has looked into shelters, but they have a long waitlist. KJ also acknowledged that the tenancy is not viable as she is not able to afford the ongoing rent and the arrears.
18. The Landlord stated they are sympathetic to KJ's circumstances,, however the arrears are substantial and there is no possible payment plan that is viable given KJ's admission.
19. 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 February 15, 2026 pursuant to subsection 83(1)(b) of the Act.
20. I accept KJ's evidence that both she and her child will be impacted by an eviction, however she also acknowledges that this is not a viable tenancy, and she does not have income to

pay the ongoing rent, let alone the arrears. In my view, a short delay in eviction would not be unfair to allow KJ time to find alternative accommodations. However, given that the arrears are not insignificant, and KJ has made minimal payments since the application was filed, it would be unfair to delay the eviction longer.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenants void this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$13,025.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$15,475.00 if the payment is made on or before February 15, 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 February 15, 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 Tenants do not pay the amount required to void this order the Tenant must move out of the rental unit on or before February 15, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$7,377.29. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$80.55 per day for the use of the unit starting December 23, 2025 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before February 15, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 16, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 15, 2026, then starting February 16, 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 16, 2026.

January 15, 2026
Date Issued

Allana McComb
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 16, 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 January 31, 2026	\$13,100.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$261.00
Total the Tenant must pay to continue the tenancy	\$13,025.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 15, 2026

Rent Owing To February 28, 2026	\$15,550.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$261.00
Total the Tenant must pay to continue the tenancy	\$15,475.00

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

Rent Owing To Hearing Date	\$9,972.10
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$261.00
Less the amount of the last month's rent deposit	- \$2,450.00
Less the amount of the interest on the last month's rent deposit	- \$69.81
Total amount owing to the Landlord	\$7,377.29
Plus daily compensation owing for each day of occupation starting December 23, 2025	\$80.55 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	