



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-079557-25

In the matter of: 154 MARY STREET
THOROLD ON L2V1J5

Between: Roop Sidhu Landlord

And

Kane Mallari Tenants
Joseph Dean Irish
Stephon Emelius Ricketts
Aaliyah Lauryn Rose Cook-Harris

Roop Sidhu (the 'Landlord') applied for an order to terminate the tenancy and evict Kane Mallari (KM), Joseph Dean Irish (JI), Stephon Emelius Ricketts (SR) and Aaliyah Lauryn Rose Cook-Harris (ACH) (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenants or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- the Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

This application was heard by videoconference on January 7, 2026.

The Landlord, the Landlord's Legal Representative, Shalini Puri, and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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. As a preliminary issue, the Landlord withdrew the L2 Application at the hearing (regarding the N5, N6 and N7 Notices), and I permitted this withdrawal.
3. As of the hearing date, the Tenants were still in possession of the rental unit.
4. The lawful rent is \$2,650.00. It is due on the 15th day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$87.12. This amount is calculated as follows: \$2,650.00 x 12, divided by 365 days.
6. The Tenants have not made any payments since the application was filed.
7. The rent arrears owing to January 14, 2026 are \$12,750.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Section 82 Issues

9. The Tenants sought to raise issues under s.82 of the *Residential Tenancies Act, 2006* (the 'Act'). However, the s. 82 claim was not served or completed correctly and thus the Landlord's representative disputed permitting the s.82 claims to be heard.
10. For the reasons to follow, the Tenants were not permitted to raise s.82 issues.
11. The Tenants filed images, screenshots and various documents to the Board on various dates between December 10, 2025 and January 7, 2026 which the Tenants intended to rely on. Although the documents were not permitted into evidence based on the Tenants' failure to serve the Landlord properly, it is important to note that there were no detailed s. 82 claims enclosed in the documents. A s. 82 claim is expected to include particulars of the issues raised to enable the Landlord to respond to the claim. Those particulars should include a description of the issues, when the issues arose, when the Tenants told the Landlord, whether the issues were resolved, and what remedy the Tenants were seeking from the Board. The Tenants did not indicate any of these particulars in their documentation.
12. The Tenants did not comply with the requirements for raising and disclosing issues under s. 82 and the Landlord cannot reasonably be expected to respond to the claims based on the materials in the LTB's file and without sufficient particulars. For the same reasons, I refused to allow the Tenants to raise the issues at the hearing. If the Tenants wish to pursue their issues at the LTB, the Tenants may do so by filing their own application against the Landlord. They may wish to get legal advice in that regard.

Severance of a Joint Tenancy

13. It was undisputed that the four (4) Tenants entered a joint tenancy with the Landlord. KM and SR submitted that they never actually lived in the rental unit, as they found alternate accommodation immediately after they signed the lease on the rental unit. As such, KM and SR state that they should not be responsible for any of the rent arrears. In other

words, KM and SR are arguing that the tenancy was severed and, therefore, they are not liable for the repayment of the outstanding rent.

14. In a joint tenancy, there is a single tenancy agreement, and the tenants are jointly and severally (individually) liable for the payment of the entire rent for the rental unit. A joint tenancy cannot be unilaterally severed by a tenant vacating the unit. Section 47.2 of the Act specifies when a joint tenancy can be severed: (a) the tenant is deemed under subsection 47.3 (1) to have experienced violence or another form of abuse; or (b) a child residing with the tenant is deemed under subsection 47.3 (1) to have experienced violence or another form of abuse. There was no evidence that KM and SR severed the joint tenancy in accordance with the Act. As such, I find that the joint tenancy was not severed.
15. The Landlord collected a rent deposit of \$2,650.00 from the Tenants 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 \$36.44 is owing to the Tenants for the period from May 14, 2025 to January 7, 2026.

Relief from Eviction

17. 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 14, 2026 pursuant to subsection 83(1)(b) of the Act.
18. The Landlord requested a standard order, submitting that they would suffer prejudice in the form of additional rent due from the Tenants if the tenancy was postponed.
19. Tenants JI and ACH submitted that they live in the unit with their two children, ages 3 and 5. They have been suffering from various physical ailments and are currently collecting benefits totalling \$1,833 per month. A roommate that had been assisting with bills moved out of the rental unit on December 15, 2025. They have been applying for new places to live.
20. Based on the evidence before the Board and on a balance of probabilities, I find this tenancy is no longer viable and, in light of the circumstances, specifically regarding the Tenants' children, find that it would be reasonable to postpone the tenancy until February 14, 2026 to allow the Tenants time to find a new place to live.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$15,586.00 if the payment is made on or before February 14, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after February 14, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 14, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$9,690.44. 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 \$87.12 per day for the use of the unit starting January 8, 2026 until the date the Tenants move out of the unit.
7. If the Tenants does not pay the Landlord the full amount owing on or before February 14, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 14, 2026, then starting February 15, 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 15, 2026.

January 22, 2026
Date Issued

Curtis Smith
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 15, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 14, 2026

Rent Owing To February 14, 2026	\$15,400.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$15,586.00

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

Rent Owing To Hearing Date	\$12,190.88
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,650.00
Less the amount of the interest on the last month's rent deposit	- \$36.44
Total amount owing to the Landlord	\$9,690.44
Plus daily compensation owing for each day of occupation starting January 8, 2026	\$87.12 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	