



Order under Section 69 Residential Tenancies Act, 2006

MK Developments Inc. v Watson, 2026 ONLTB 6402

Date: 2026-01-22

File Number: LTB-L-091077-25

In the matter of: A/UPPER, 315 MISSISSAGA ST W
ORILLIA ON L3V3B9

Between: MK Developments Inc. Landlord

and

Sandra Watson
Ed Lovering Tenants

MK Developments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sandra Watson and Ed Lovering (the 'Tenants') because the Tenants did not pay the rent for the period November 1, 2024 to October 31, 2025.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 15, 2026.

The Landlord's legal representative Allison MacSporran and the Tenants attended the hearing.

At the hearing, the parties consented to the following order. I was satisfied that the parties understood the consequences of their joint submissions, and specifically the Tenants understood that the tenancy would be terminated on February 28, 2026 and further the Tenants understood the tenancy could be terminated earlier if they do not abide by the terms agreed.

Agreed Facts:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) claiming arrears of rent for the period November 1, 2024 to October 31, 2025. The Tenants did not void the notice by paying the arrears owing by the termination date in the N4 Notice and the Landlord applied for termination and arrears on October 30, 2025.
2. The tenancy will be terminated effective February 28, 2026.
3. The lawful rent is \$2,100.00. It is due on the 1st day of each month.

4. The Tenants have made no payments since the application was filed.
5. The rent arrears owing to January 31, 2026 are \$19,050.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Tenants have agreed to pay the Landlord \$2,100.00 on or before January 23, 2026 in failure whereof the entirety of the amount owing will become due and payable and the Landlord can apply for immediate termination without further notice to the Tenants.
8. The Tenants have also agreed to pay the Landlord a further \$2,100.00 on or before February 27, 2026.
9. The Tenants have also agreed to repay the remainder of the amount owing by paying the Landlord \$1,000.00 on March 20, 2026 and also paying the Landlord \$1,000.00 on the twentieth day of every subsequent month until the amount is repaid.
10. The Landlord collected a last month's rent deposit of \$2,100.00 from the Tenants ('LMR') on October 22, 2024. The LMR will be applied to the rent owing for the period February 1, 2026 to February 28, 2026 being the last period of the tenancy in accordance with subsection 106(1) of the *Residential Tenancies Act, 2006* (the 'Act').
11. Interest on the rent deposit, in the amount of \$66.46 is owing to the Tenants for the period from October 22, 2024 to January 31, 2026 and will be credited to the Tenants.
12. The parties advised that they had agreed to the above terms with the assistance of the Board's Dispute Resolution Officer but could not agree which of the respondents should be liable for which portion of the arrears. The parties requested that the Board make that determination for them on the understanding they would abide by the terms agreed according to the Board's findings. I consented to the parties' joint request and received evidence and submissions on the issue of liability.

Determinations:

13. The respondent Ed Lovering submitted that he has no liability for rent beyond July 2025 because he left the rental unit at that time. He testified that when the respondent Sandra Watson asked him to move out, he asked Bill who is an agent of the Landlord to remove him from the lease and offered to pay the arrears owing to that date. Mr. Lovering testified that he received no response from Bill. He did not testify to any further attempts to communicate with Bill or anyone else on the part of the Landlord. Mr. Lovering does not dispute that he entered into the tenancy as a joint tenant and does not submit that the Tenants served a valid notice of termination. Rather, Mr. Lovering asks me to infer that, by its silence, the Landlord acquiesced to release him from the tenancy agreement as of July 2025.
14. Binding contracts cannot be unilaterally amended. That includes tenancy agreements that are governed by the Act. Both the tenant and the landlord must agree to any changes. Guided by section 202 of the Act, I find there is insufficient credible evidence, even circumstantial evidence, to allow the inference that Mr. Lovering invites. He could not

recall the date of his telephone conversation with Bill and had an imprecise recollection of the substance of the call. He had no corroborating evidence. The substance of the conversation that he recounted in evidence is insufficient to allow the inference that the Landlord had orally agreed to release Mr. Lovering from his obligations under the tenancy agreement nor that it did so impliedly through inaction. I find on a balance of probabilities that Mr. Lovering was and remains a joint tenant under the tenancy agreement.

15. Both Tenants are jointly and severally liable under the tenancy agreement.

It is ordered that:

1. This order is binding on both Tenants.

It is further ordered on consent that:

2. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before February 28, 2026.
3. The Tenants shall pay the Landlord \$19,169.54 representing arrears of rent, rent and the cost of filing the application as set out below. See Schedule 1 for the calculation of the amount owing.
4. The Tenants shall pay the Landlord \$2,100.00 on or before January 23, 2026.
5. The Tenants shall also pay the Landlord \$2,100.00 on or before February 27, 2026.
6. The Tenants shall also pay the Landlord the remaining \$14,969.54 according to the following timetable:

	Starting Balance	\$14,969.54
Payment Date	Payment Amount	Remaining Balance
March 20, 2026	\$ 1,000.00	\$ 13,969.54
April 20, 2026	\$ 1,000.00	\$ 12,969.54
May 20, 2026	\$ 1,000.00	\$ 11,969.54
June 20, 2026	\$ 1,000.00	\$ 10,969.54
July 20, 2026	\$ 1,000.00	\$ 9,969.54
August 20, 2026	\$ 1,000.00	\$ 8,969.54
September 20, 2026	\$ 1,000.00	\$ 7,969.54
October 20, 2026	\$ 1,000.00	\$ 6,969.54
November 20, 2026	\$ 1,000.00	\$ 5,969.54
December 20, 2026	\$ 1,000.00	\$ 4,969.54
January 20, 2027	\$ 1,000.00	\$ 3,969.54
February 20, 2027	\$ 1,000.00	\$ 2,969.54
March 20, 2027	\$ 1,000.00	\$ 1,969.54
April 20, 2027	\$ 1,000.00	\$ 969.54
May 20, 2027	\$ 969.54	\$ 0.00

7. If the Tenants fail to make the payment described in paragraph 4 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 3 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the Board pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants to repay the balance outstanding. The Landlord must make this application no later than 30 days after the Tenants' failure to make the payment.
8. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026.

January 22, 2026
Date Issued

Nersi Makki
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 of the Tenant expires on September 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 as the tenancy is terminated

Rent Owing To January 31, 2026	\$19,050.00
Rent owing for February 1, 2026 to February 28, 2026	\$2,100.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$2,100.00
Less the amount of the interest on the last month's rent deposit	-\$66.46
Total amount owing to the Landlord	\$19,169.54