



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

File Number: LTB-L-093742-25

In the matter of: 2, 440 KING ST
LONDON ON N6B1S9

Between: Welcome Home Rentals Landlord

And

Amrit Chandwani Tenants
Shaurya Shauya

Welcome Home Rentals (the 'Landlord') applied for an order to terminate the tenancy and evict Amrit Chandwani and Shaurya Shauya (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 13, 2026.

The Landlord's Agent, Irwin Zaifman and the Tenant, Amrit Chandwani ('A.C'), attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (the '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 of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,343.88. It is due on the first (1st) day of each month.
4. The Tenants have paid \$5,979.78 to the Landlord since the application was filed. They have therefore paid all rent arrears up to January 31, 2026; with the Landlord currently holding credit of \$(3.00).
5. The Landlord incurred costs of \$186.00 for filing the application.
6. The only amount outstanding is the balance of the Landlord's cost of filing the application. As a result, the order will be limited to costs only and not eviction.

7. A.C submits that they should not be liable to pay the costs of the filing fee, as the arrears of rent originally stemmed from the failure of the Tenant Shaurya Shauya ('S.S') to pay their monthly rent contributions. A.C had indicated to the Landlord that they were trying to find a resolution to the matter and pay the arrears prior to the Landlord filing the application on November 6, 2025.
8. While A.C and S.S may no longer be in contact, such a conflict does not preclude the Tenants from paying the monthly rent to the Landlord during the course of the joint tenancy.
9. For greater clarity, a joint tenancy arises when two (2) or more tenants, together, enter into a tenancy agreement and agree to pay a landlord rent in return for the right to occupy a rental unit, and at the same time, each of them individually makes the same promise to pay rent to the landlord. [See *Soucy v Milton Heights Inc*, 2015 SKQB 126 (CanLII)] In a joint tenancy, the tenants are not responsible for separate shares of the rent, they are jointly and severally liable to the landlord for the entire rent. This means that if the rent is not paid, the landlord may pursue any of the joint tenants for the full amount owed.
10. It is not in dispute that the Tenants were indeed in arrears of rent on the day that the application was filed the application with the Board. As such, regardless of the cooperation expressed by A.C, the Landlord was entitled to file the application and is therefore entitled to reimbursement of the costs associated to the filing of the application¹.

It is ordered that:

1. The Tenants shall pay to the Landlord the amount of \$183.00, by January 31, 2026. This amount represents the remainder of the cost of filing the application.
2. If the Tenants do not pay the Landlord the full amount owing on or before January 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2026, at 4.00% annually on the balance outstanding.

January 20, 2026
Date Issued

Alexandre Traboulsi
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.

¹ Section 204 of the *Residential Tenancies Act, 2006*.