



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

File Number: LTB-L-093255-25

In the matter of: Basement, 39 GREENOCK AVE
SCARBOROUGH ON M1G2Z7

Between: Ashanth Sivakumar Landlord

And

Kelvin Oghenekevwe Palama Tenant
Adebowale Ogunwuyi
Otuekong Idongesit Ebose

Ashanth Sivakumar (the 'Landlord') applied for an order to terminate the tenancy and evict Kelvin Oghenekevwe Palama, Adebowale Ogunwuyi and Otuekong Idongesit Ebose (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 20, 2026.

The Landlord and the Tenant attended the hearing.

The Landlord's legal representative, Samantha Lee, the Landlord, and the Tenant, Otuekong Idongesit Ebose, 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 vacated the rental unit on November 12, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,400.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to November 12, 2025 are \$6,467.80.

7. Tenant OE argued that he ought to only be responsible for arrears owing up to the date he vacated (May 31, 2025). For the reasons that follow, I find that the Tenants are jointly and severely liable for all rent arrears owing.
8. It is undisputed that OE vacated the rental unit on May 31, 2025 and the other two Tenants remained in the unit.
9. As noted in Board Interpretation Guideline 21, where two or more persons are tenants of a rental unit, it is important to consider the nature of their relationship with the landlord to determine if the tenants are joint tenants, tenants in common, or, as in the case of a rooming house, they have separate and distinct tenancy agreements with the landlord and live separately from one another. 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.
10. Here, all three Tenants signed the tenancy agreement. All are identified as tenants. Accordingly, this is a joint tenancy in which the Tenants are jointly and severely liable for all rent arrears owing under the tenancy. The Landlord submitted a copy of the lease agreement into evidence.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$2,400.00 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.
13. Interest on the rent deposit, in the amount of \$51.95 is owing to the Tenant for the period from January 1, 2025 to November 12, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of November 12, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$4,201.85. 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 February 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 7, 2026 at 4.00% annually on the balance outstanding.

January 26, 2026
Date Issued

Teresa Hunt
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	\$6,467.80
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$51.95
Total amount owing to the Landlord	\$4,201.85