



**Order under Section 21.2 of the
Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006**

File Number: LTB-L-024732-25-RV

In the matter of: 726, 295 DUFFERIN ST
TORONTO ON M6K3G2

Between: IMH POOL X LP Landlord

And

James Rhule Tenants
Kayne Jones-Munroe

Review Order

IMH POOL X LP (the 'Landlord') applied for an order to terminate the tenancy and evict JAMES RHULE and KAYNE JONES-MUNROE (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-024732-25 issued on July 14, 2025.

On December 12, 2025, the Tenant, Kayne Jones-Munroe, requested a review of the order and that the order be stayed until the request to review the order is resolved. The Tenant alleged that there is a serious error in the order and that they were not reasonably able to participate in the proceeding.

On December 12, 2025, interim order LTB-L-024732-25-RV-IN was issued, staying the order issued on July 14, 2025.

This application was heard by videoconference on January 8, 2026. The Landlord's Legal Representative, S. Enriquez, and the Tenant, Kayne Jones-Munroe, attended the hearing.

Determinations:

Review Request

1. The Tenant alleged that there is a serious error in the order and that they were not reasonably able to participate in the original proceeding of July 7, 2025. The order terminated the tenancy for nonpayment of rent, and the Court Enforcement Office (Sheriff) evicted James Rhule ('the other Tenant') on October 14, 2025.
2. The Tenant testified that he vacated the rental unit on October 31, 2023. In the summer of 2023 when he spoke with the other Tenant about vacating the rental unit, the other Tenant

decided to remain and considered signing a new tenancy agreement with the Landlord in August 2023.

3. The Tenant presented evidence demonstrating that in August 2023, he contacted the Landlord over his plans to vacate the unit in October 2023. The Tenant acknowledged that he was informed by the Property Manager that since it was a joint tenancy, both Tenants had to agree to terminate the tenancy.
4. The Tenant testified that he subsequently gave his keys to the other Tenant and vacated the rental unit. The other Tenant misled the LTB when he testified that the Tenant vacated the unit in October 2024. The Tenant was unaware of the hearing until November 14, 2025, when the Landlord sought to collect the outstanding arrears.
5. The Landlord and Tenant Board Interpretation Guideline 8 states that *"The LTB will only exercise its discretion to grant a review when it is satisfied the order contains a serious error, a serious error occurred in the proceeding, or the requestor was not reasonably able to participate in the proceeding"*.
6. A joint tenancy typically cannot be terminated by one Tenant without the consent of the other because it is a single tenancy, and the tenants are jointly and severally liable for the payment of the entire rent for the duration of the tenancy. The tenancy agreement, signed by both Tenants and the Landlord in August 2021, indicates that *'Liability is Joint and Several'* as seen in paragraph 29 of the Additional Standard Lease Terms.
7. In some cases, a Landlord and the Tenant who wishes to remain in the rental unit, may remove the Tenant who requests termination from the tenancy agreement thereby reliving them of any responsibilities or obligations relating to the tenancy. However, in this case, there is no evidence to demonstrate that the Tenant obtained the approval of the Landlord to end his liability for the terms of the tenancy. In August 2023, the Landlord informed the Tenant that both Tenants must agree to terminate the tenancy.
8. As a result, while I am satisfied that the Tenant may not have been reasonably able to participate in the proceeding, there is no serious error in the order as he is properly named. The amount of the outstanding arrears was not disputed. Therefore, the order is confirmed and will remain unchanged.

It is ordered that:

1. The request to review order LTB-L-024732-25 issued on July 14, 2025, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on December 15, 2025, is cancelled. The stay of order LTB-L-024732-25 is lifted immediately.

February 2, 2026
Date Issued

Jitewa Edu
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.