



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

File Number: LTB-L-091683-25

In the matter of: 531 WORTHINGTON ST E
North Bay ON P1B1H7

Between: Clinton Hosannah Landlord

And

Laura Young Tenants
Scott Krauter

Clinton Hosannah (the 'Landlord') applied for an order to terminate the tenancy and evict Laura Young and Scott Krauter (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 14, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

Preliminary Issue: SK is a Joint Tenant

1. At the outset of the hearing Scott Krauter (SK) testified that he moved out of the rental unit on April 29, 2025, and that he notified the Landlord that he was no longer able to reside in the unit due to a no-contact order. SK also testified that he was listed as a joint tenant on the lease agreement. The Landlord did not agree to amend the tenancy to remove SK as a tenant.
2. I agree with and adopt the analysis of Member Whitmore in *Osgoode Properties v. Northmore*, 2018 CanLII 153456 (EAL-92191-20), in which he undertook an extensive analysis of the nature of tenancies-in-common and joint tenancies before concluding the following in relation to joint tenants:

65. I have concluded that, in the current state of the law, the vacating tenant is not able to divest themselves of the tenancy. They may potentially be found liable for contraventions long after they have vacated. Fair or not, in my view that is how the law currently balances the parties' interests.

...

67. Unless the Landlord consents, I have concluded that the law does not permit [the tenant] to remove herself from the tenancy unless the entire tenancy is terminated. In short, the Landlord's interest in holding both [tenants] liable trumps [the vacating tenant's] interest in divestment. Whether that is the best way to balance the parties' competing interests is not for me to say.

3. As a result, I find that SK did not terminate his interest in the joint tenancy when he vacated the rental unit.

Does the LTB have jurisdiction to make an order against SK?

4. It was not disputed that SK was no longer in possession of the rental unit when this application was filed on October 30, 2025. Pursuant to sections 87 and 189.0.1 of the Act, a landlord can bring an application seeking arrears of rent from a tenant or former tenant no longer in possession who vacated on or after September 1, 2021 so long as the application is filed no later than 1 year after the tenant or former tenant has ceased to be in possession, and the tenant or former tenant who is no longer in possession is given notice of the application and hearing.
5. Normally, a landlord must file an L10 application against a tenant or former tenant who has vacated. I find that it is unnecessary in this case to require the Landlord to refile an L10 application for arrears against SK. I am satisfied that SK received notice of this hearing, attended the hearing, was given an opportunity to participate in the proceedings, and did in fact participate. In my view, it would not be unfair to treat the claims against SK as an L10 within this L1 application. I am satisfied that doing so is consistent with section 183 of the Act which directs the Board to adopt the most expeditious method of determining the questions arising in a proceeding that affords all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

L1 Application:

6. 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.
7. As of the hearing date, the Tenant LY was still in possession of the rental unit. Based on my above reasons, SK is correctly named as a party to the application.
8. The lawful rent is \$2,200.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
10. The Tenants have not made any payments since the application was filed.
11. The rent arrears owing to January 31, 2026 are \$15,400.00. The Tenants did not dispute the amount of the arrears.

12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$2,200.00 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.
14. Interest on the rent deposit, in the amount of \$72.21 is owing to the Tenants for the period from September 1, 2024 to January 14, 2026.

Section 83 Considerations:

15. The Tenant LY testified that in her mudroom, snow comes in and she needs to use plywood to keep the snow from coming inside. LY further testified that snow comes into the rental unit through cracks in the front door and she has to put duct tape around the backdoor to keep the heat inside. LY also testified that there has been a broken window in her son's bedroom since January 2025, and her son cannot use the bedroom as a result. The Landlord said he would fix the window but has not to date. LY did not submit any documentary evidence of the maintenance issues or when complaints were made to the Landlord.
16. Based on the evidence before me, while the issues with the broken window and snow coming into the mudroom might be the subject of a maintenance application to the Board, I am not satisfied that the Tenant has established that the Landlord is in a serious breach of their responsibilities within the meaning of section 83(3)(a) of the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant has not established that they told the Landlord about issues with snow coming into the house or the broken window, and in those circumstances, and in the absence of notifying the Landlord I am not satisfied that the Landlord is in a serious breach. My finding is without prejudice to the Tenant bringing a T2 application in relation to the broken window and snow should they consider it appropriate to do so.
17. LY testified she had 3 children living with her, and one of her children has a disability. LY further testified that in August the Landlord told her that he would no longer accept partial payment towards rent, then in November 2025 the Landlord retracted his statement and said she could make partial payments. While improper for the Landlord to refuse partial payments, ultimately it would not have changed the outcome of this proceeding because the partial payments that were not accepted would not have been sufficient to void the N4 notice.
18. LY proposed a payment plan of \$500.00 per month for approximately 31 months. LY's income is between \$3,500.00 and \$4,500.00 per month and her total expenses are \$3,697.00 without an arrear's payment.
19. The Landlord testified he is opposed to a payment plan and is seeking a standard 11-day eviction order. The Landlord testified that he would be willing to forgo all arrears if LY would vacate the unit.

20. 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 March 31, 2026 pursuant to subsection 83(1)(b) of the Act.
21. I accept LY's evidence that she has 3 children, one of which has a disability, and they will be significantly impacted by an eviction. However, I find that it would be unfair to deny an eviction and instead issue a conditional order as proposed by LY. LY testified that her income varies, and I am not satisfied that the payment plan is viable. However, providing a relatively short delay will allow LY an appropriate amount of time to find new accommodations, which will help mitigate the impact the eviction will have on her children. However, given that the arrears are not insignificant, and the Tenants have made no payments since the application was filed, it would be unfair to delay the eviction longer.
22. In these circumstances, I find that it would not be unfair to delay eviction until March 31, 2026.

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 January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$17,786.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$19,986.00 if the payment is made on or before March 31, 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 March 31, 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 March 31, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$12,126.41. 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 \$72.33 per day for the use of the unit starting January 15, 2026 until the date the Tenant moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before March 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.

February 3, 2026
Date Issued

Allana McComb
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 October 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 to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2026

Rent Owing To January 31, 2026	\$15,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,586.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$17,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,786.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$19,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$19,986.00

D. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$14,212.62
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,200.00
Less the amount of the interest on the last month's rent deposit	- \$72.21
Total amount owing to the Landlord	\$12,126.41
Plus daily compensation owing for each day of occupation starting January 15, 2026	\$72.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	