



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-081202-25

In the matter of: 104 STANLEY ST
BARRIE ON L4M6V5

Between: Jose Alfredo Vasquez Ramirez Landlord
Maria Auxiliadora Chavarria Paniagua

And

Kelly Tonello Tenants
Walter Mosychuk

Jose Alfredo Vasquez Ramirez and Maria Auxiliadora Chavarria Paniagua (the 'Landlord') applied for an order to terminate the tenancy and evict Kelly Tonello and Walter Mosychuk (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 9, 2025.

The Landlord's Legal Representative, Erli Bregu, the Landlord, Jose Alfredo Vasquez Ramirez and the Tenant, Kelly Tonello ("K.T") attended the hearing.

As of 1:30pm, the Tenant, Walter Mosychuk ("W.M") was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's and K.T's evidence.

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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$3,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.

5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$12,000.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$3,000.00 from the Tenant 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.
9. Interest on the rent deposit, in the amount of \$77.88 is owing to the Tenant for the period from November 26, 2024 to December 9, 2025.
10. The Landlord is requesting that the Board issue a standard order terminating the tenancy. The Landlord was open to a payment plan, and attempted to negotiate one with the Tenant, however there was no agreement reached. The Landlord's stated that the arrears are causing significant financial hardship on them, and as a result they had to defer their mortgage payments for November 2025 and December 2025.
11. The Tenant, K.T testified that she vacated from the rental unit on or about December 1, 2025. She stated that there is a motorcycle still at the rental unit, however that belongs to W.M. K.T has not had any communication with W.M since the first week of July 2025 and she advised the Landlord that they were vacating on or about May 23, 2025. She further testified that she asked the Landlord to re-do the lease agreement or to have the locks changed after W.M vacated the rental unit. K.T stated that she moved out all of her belongings from the rental unit and returned the key on December 1, 2025. Therefore, she states that the arrears are only owing until December 1, 2025, and she is willing to enter into a repayment plan for her portion of the arrears. Although she understands there is another Tenant, she cannot be held responsible for the other Tenant and what they owe. K.T stated that she should be responsible for half of the arrears, as she has already been going through a lot dealing with this and her two children (ages fourteen and seventeen). She understands that she entered into a joint tenancy, however she has been left to deal with all of the arrears herself which should not be the case.
12. The Landlord testified that W.M still has belongings in the rental unit, such as a motorcycle, and did not return the key to the Landlord. It is the Landlord's position that W.M still has care and control over the rental unit. Although K.T stated the W.M vacated the rental unit, he did not contract the Landlord himself and advised that he moved out. The Landlord was not able to change the locks without confirmation from the W.M that he vacated the rental unit. She has made multiple attempts to contact him however there was no response. Therefore, they are requesting that the tenancy be terminated.

Analysis

13. Based on the evidence before me, I find that W.M is still in possession of the rental unit. W.M was not present at the hearing to provide evidence, and I prefer the direct testimony of the Landlord over the hearsay evidence of K.T, that the items of W.M are still in the rental unit, he has not returned the key to the Landlord and did not advise the Landlord that he is moving out. I heard and considered K. T's submissions that she should not be

responsible for all of the rent, however I find that K.T signed the lease agreement with W.M and she cannot unilaterally rescind the contract on the basis that she vacated on December 1, 2025. I find that the Tenants are jointly and severally liable under the lease. 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.

14. W.M was not present at the hearing to provide submissions regarding their circumstances and K.T has already vacated the rental unit. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$15,186.00 if the payment is made on or before January 18, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after January 18, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 18, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,995.79. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$98.63 per day for the use of the unit starting December 10, 2025 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before January 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before January 18, 2026, then starting January 19, 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 January 19, 2026.

January 7, 2026
Date Issued

Nathalia Debski
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 July 19, 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 18, 2026

Rent Owing To January 31, 2026	\$15,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,186.00

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

Rent Owing To Hearing Date	\$9,887.67
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$77.88
Total amount owing to the Landlord	\$6,995.79
Plus daily compensation owing for each day of occupation starting December 10, 2025	\$98.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	