



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

Citation: Campbell v Soper, 2026 ONLTB 13025

Date: 2026-02-11

File Number: LTB-L-023185-25-RV

In the matter of: Upper unit, 204 Bond St. West
Oshawa ON L1J2L7

Between: Joan Campbell Landlord

and

Patricia Soper
Brian Thomas
Corry Hemmering
Matthew Rash Tenants

Review Order

Joan Campbell (the 'Landlord') applied for an order to terminate the tenancy and evict Patricia Soper, Corry Hemmering, Matthew Rash and Brian Thomas (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has willfully or negligently caused damage to the premises.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was resolved by order LTB-L-023185-25 issued on November 20, 2025.

On November 25, 2025, the Tenants requested a review of the order and that the order be stayed until the request to review the order is resolved.

On November 26, 2025, interim order LTB-L-023185-25-RV-IN was issued, staying the order issued on November 20, 2025.

The request for review was granted by order LTB-L-023185-25-RV-IN2 and the new hearing of the L2 application was scheduled to another available date.

The new hearing was held by videoconference on February 4, 2026.

The Landlord and the Tenants attended the hearing. Lisa Sklar ('LS') testified on behalf of the Landlord.

As of 9:31am, the Tenants, Corry Hemmering and Matthew Rash, were not present or represented at the hearing although properly served with notice of this hearing by the Tenants, Patricia Soper ('PS'). There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the evidence of the Landlord, Brian Thomas ('BT') and PS.

Determinations:

Preliminary Issues

Termination of joint tenancy

1. It was undisputed that the Tenants, Corry Hemmering ('CH') and Matthew Rash ('MR'), moved out of the rental unit in April 2025. It was also undisputed that the tenancy is a joint tenancy.
2. Where a joint tenancy is terminated under the *Residential Tenancies Act, 2006* (the 'Act'), it is terminated for all tenants. This is because the tenancy is a single undivided interest. Aside from the limited exceptions in sections 47.1 to 47.4 of the Act where a tenancy can terminate their interest in a joint tenancy, there is no general provision in the Act for the termination of only part of a joint tenancy.
3. Sections 37 and 47 of the Act provide that a tenant may end their tenancy by agreement with the landlord or by giving a notice that meets certain criteria. In a joint tenancy, agreement or notice by all the joint tenants will meet the requirements of those sections.
4. Sometimes, one joint tenant wants to end a tenancy and the other does not. The tenant who wants to leave might give the landlord a notice to terminate the tenancy, or agree with the landlord to end the tenancy, without the consent of the other tenant.
5. Similarly, a joint tenant who unilaterally vacates a rental unit does not end their interest or responsibility in the joint tenancy. While not binding on me, I agree with the general conclusions regarding joint tenancies from *Osgoode Properties v. Northmore*, 2018 CanLII 153456 (ON LTB), including that a joint tenant who unilaterally vacates a rental unit does not "divest" themselves of that tenancy. Therefore, although CH and MR vacated the rental unit in April 2025, I do not find that they lawfully terminated their interest in the joint tenancy.

Jurisdiction to make an order against CH and MR

6. Although until recently the Board did not have the jurisdiction to order arrears against a tenant who has vacated, recent amendments to section 87 of the Act make it clear that a tenant may still be considered a tenant even if they do not have possession of the unit. Section 89 allows the Board to order compensation for damages against a tenant or former tenant not in possession where the tenant vacated on or after September 1, 2021, the application was filed within one year of the tenant vacating, and the tenant has been given notice of the application and hearing.

7. While I stated at the hearing that I determined that the Board does not have jurisdiction to make an order against CH and MR, upon further reflection, I am satisfied that the Board does have jurisdiction. PS testified that she gave both CH and MR a copy of the notice of hearing on January 31, 2026. Therefore, all three criteria are satisfied in this case, and thus I am satisfied that I have the jurisdiction to make an order against all four Tenants.
8. In accordance with the *Statutory Powers and Procedures Act*, my decision is not final until it's issued in writing. As such, my oral ruling that CH and MR are removed as parties to the application is replaced with my written decision above.

Damages

9. For the reasons that follow, I find that the Tenants have willfully caused undue damage to the residential complex and did not void the N5 notice of termination within the seven-day remedy period set out under section 62(3) of the Act. Since I made a determination that the tenancy should be terminated based on the issues set out below, the remaining issues raised at the hearing by the Landlord are moot and I have not made any determinations on those issues.
10. The Tenants, PS and BT, were in possession of the rental unit when the application was filed.
11. The Landlord's L2 application is based on a first N5 notice of termination served to the Tenants on March 17, 2025 pursuant to section 62(1) of the Act, with a termination date of April 8, 2025.
12. The N5 Notice alleges that the Tenants caused undue damage to the oven door, the front door and door casing, and the bathroom door and door casing. PS and BT do not dispute the damages. PS testified that the damages were actually caused by CH and MR.
13. Given all of the above, I find that the Tenants wilfully damaged the oven door, the front door and door casing, and the bathroom door and door casing. The Tenants will be ordered to compensate the Landlord for the repairs.

Compensation for Damages

14. The Landlord is seeking \$2,600.00 to repair the oven door, the front door and door casing, and the bathroom door and door casing. The Landlord testified that she had a contractor provide a quote for the repair. The Landlord did not provide the Tenants with a copy of this quote in advance of the hearing, nor did she file a copy of the quote with the Board. Although I am satisfied that the Landlord will incur some cost for repairing the damage, the evidence is insufficient to support the cost the Landlord is claiming.
15. Although the Landlord failed to include any written estimate, based on my knowledge of similar cases, I find that the reasonable cost of repairing the damage is \$1,500.00. An order will issue accordingly.

Section 83

16. The Landlord is seeking termination of the tenancy. The Landlord submits that the Tenants are not able to pay for the damages as they do not have the funds to cover the full monthly rent, let alone contribute an additional amount monthly to compensate the Landlord for the damages.
17. The Tenants are not seeking to preserve the tenancy. BT submits that they have been looking and have likely secured a place but are waiting for some additional information. The Tenants requested one or two months to secure new living accommodations.
18. I have considered all of the disclosed circumstances in accordance with section 83(2) of the Act, and find that it would not be unfair to postpone the eviction until April 11, 2026 pursuant to section 83(1)(b) of the Act. The Tenants are both on a fixed income, which makes finding new living accommodations more challenging, and while the Landlord states that behaviour of the Tenant's is disturbing neighbours and the City, all of the Landlord's evidence of these issues was hearsay, and the Landlord did not provide any direct evidence to corroborate the hearsay statements. Additionally, there was no evidence presented that there has been any new damage in the past year. Considering the circumstances, I find it would not be unfair to delay eviction until April 11, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before April 11, 2026.
2. If the unit is not vacated on or before April 11, 2026, then starting April 12, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 12, 2026.
4. The Tenants shall pay to the Landlord \$1,500.00, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 12, 2026 at 4.00% annually on the balance outstanding.

February 11, 2026

Date Issued

Candace Aboussafy

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 of the Tenant expires on October 12, 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.