



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

File Number: LTB-L-094037-25

In the matter of: 605, 27 GAMBLE AVE
EAST YORK ON M4K2H5

Between: GAMBLE WESTWOOD LTD. Landlord

And

Tyler Robinson Tenants
Beatriz Espinosa Molina

GAMBLE WESTWOOD LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict Tyler Robinson and Beatriz Espinosa Molina (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 27, 2026.

The Landlord's Representative Heather Butt, the Landlord's witness Christina Ghiorghiu, and the Tenants attended the hearing.

Preliminary Issues:

Is Craig Barton (CB) a Tenant?

1. CB, Tyler Robinson's father, testified that he signed the lease, in person at the office, believing he was signing as a co-signed for his son to help him get his first apartment. He testified that he never had a key for the unit, he never lived in the unit, and he has lived in Oakville at his own place for the past 3 years.
2. CB further testified that the unit is a 1-bedroom unit for his son and his wife.
3. Tyler Robinson (TR) and Beatriz Espinosa Molina (BE) both testified that they required a co-signer to get the unit and all parties at the time of the signing of the lease, including the Landlord, understood CB was not a Tenant, only a co-signer.
4. Christina Ghiorghiu (CG), the property manager, testified that the lease agreement has all 3 Tenants listed as tenants and no where on the lease was CB listed as a co-signed. A copy of the lease was submitted as evidence.

5. CG also testified that she was not present at the time of the signing of the lease and has no direct knowledge of the meeting in the office and that the current Landlord was not the Landlord at the time of the signing of the lease.
6. Based on the evidence and testimony before me, I am satisfied that the parties, including the original Landlord, knew and understood that CB was intended to be a co-signer only.
7. Therefore, I find that CB does not satisfy the definition of “tenant” and find that there was never a landlord and tenant relationship between the parties and CB shall be removed as a Tenant.

Is Beatriz Espinosa Molina a Tenant?

8. BE testified that she had provided the Landlord notice that she was moving out of the rental unit and wanted to be removed as a Tenant.
9. CG testified that she did have a conversation with BE about being removed but explained the steps required to be removed as a Tenant, which included an agreement between all parties and TR reapplying as a sole Tenant.
10. It was uncontested that there was never an agreement signed by all parties and TR did not apply to become a sole Tenant.
11. With the exception of specific situations of violence and/or another form of abuse addressed under s. 47.1 of the Act, the Act does not permit one joint tenant to sever their interest in an ongoing joint tenancy. Regardless of agreements between parties, there must be agreement by all parties – meaning all tenants and the Landlord.
12. In *Properties v. Northmore*, 2018 CanLII 153456 (ON LTB), the LTB considered a situation where a mother and daughter signed a one-year lease and lived together in a rental unit. At the end of the year, the mother moved out and the mother and daughter agreed between themselves to terminate the mother’s interest in the lease. The Landlord did not agree. The issue before the LTB was in part, who was a tenant.
13. The Member in *Northmore* discussed the implications of a joint tenancy including, at para. 36;

... a joint tenant who moves out of a unit may, arguably, remain a party to the tenancy for as long as the tenancy continues. The vacating tenant could be found liable for the remaining tenant’s contraventions of the lease, including any rent arrears, potentially years after they have left. ...

14. As a result, I find TR and BE remain joint Tenants and are properly named parties to this application.

Determinations:

15. 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.

16. As of the hearing date, the Tenants were still in possession of the rental unit.
17. The lawful rent is \$1,743.69. It is due on the 1st day of each month.
18. Based on the Monthly rent, the daily rent/compensation is \$57.33. This amount is calculated as follows: $\$1,743.69 \times 12$, divided by 365 days.
19. The Tenants have not made any payments since the application was filed.
20. The rent arrears owing to January 31, 2026, are \$6,889.72.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
22. The Landlord collected a rent deposit of \$1,700.17 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.
23. Interest on the rent deposit, in the amount of \$46.42 is owing to the Tenant for the period from December 19, 2024, to January 27, 2026.
24. The Landlord is seeking a standard order terminating the tenancy, with an eviction date 11 days from the date of this order.
25. The Tenant TR acknowledged that the arrears of rent are owing and requested that his tenancy be preserved. TR testified that due to an injury he had been off work, but he has returned to work as of January 20, 2026. He further testified that he is working part time earning \$45.00/hour, which will eventually become full time after his injury heals.
26. TR proposed a repayment plan in the amount of \$500 per month until the arrears are paid in full.
27. The Landlord's Representative submitted that the Landlord was not consenting to a repayment plan and did not believe the plan was viable.
28. Balancing the interests and prejudices to each of the parties, I find that the repayment of the arrears by the way of the Tenant's proposed payment plan is reasonable based on his circumstances. This will allow the Tenants housing to be preserved and repayment can be made with prejudice to the Landlord alleviated by allowing the Landlord to apply to the Board for termination of the tenancy without further notice to the Tenants if in the event the Tenant fails to comply with the conditions of this order.
29. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The Tenants shall pay to the Landlord \$7,075.72 which represents the amount of rent owing up to January 31, 2026, and the cost of filing the application.
2. The Tenants shall pay this amount owing to the Landlord as follows:

The Tenants shall pay to the Landlord \$500.00 per month on the 1st day of each month starting March 1, 2026, and continuing on until April 1, 2027 inclusive, and a final payment on May 1, 2027 in the amount of \$75.72.

3. If the rent for February 2026 has not already been paid, the Tenants shall pay it in full on or before February 20, 2026.
4. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period of March 1, 2026, through to May 1, 2027, or until the arrears are paid in full, whichever date is earliest.
5. If the Tenants fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

February 12, 2026
Date Issued

Brenda Mercer
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.