



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

File Number: LTB-L-097381-25

In the matter of: 1601, 111 PACIFIC AVE
TORONTO ON M6P2P2

Between: Minto Apartment Limited Partnership on Behalf of the Landlord
Registered Owners

And

Jason-Lee Araujo Tenant

Minto Apartment Limited Partnership on Behalf of the Registered Owners (the 'Landlord') applied for an order to terminate the tenancy and evict Jason-Lee Araujo (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on February 9, 2026.

The Landlord's representatives Faith McGregor and Martin Zarnett and the Tenant Jason-Lee Araujo ('JA') attended the hearing.

The parties before the Board consented to the following order, except where determinations were made with respect to the proper parties to this order.

Preliminary Issues Determinations:

1. Originally this application was filed with Franco Franchi also indicated as a tenant. The issue arose as to whether Mr. Franchi is a tenant or a guarantor. As explained below, Mr. Franchi is a tenant, but not a tenant-in-possession.
2. The Tenant submitted that his stepfather Franco Franchi is a guarantor. According to the uncontested evidence of Mr. Araujo, Franco Franchi, never moved into the rental unit but only signed the tenancy agreement because Mr. Araujo could not afford the tenancy alone.
3. The Landlord's representative provided a copy of the tenancy agreement indicating Franco Franchi signed the agreement as a tenant. The Landlord's representative pointed to section 24 of the tenancy agreement which is an "entire agreement" clause, excluding any other representations, warranties or verbal statements except amendments or

modifications in writing. The Landlord submits the Tenant did not produce any written document that would support an amendment to the tenancy agreement. The Landlord did not testify.

4. I find there is insufficient evidence before me to determine if the arrangement between his step-father and himself was known ought to have been known by the Landlord. One would presume, if it was known, the sophisticated corporate Landlord would have named Mr. Franchi as a guarantor, not a tenant. I agree with the Landlord that the tenancy agreement clearly names Mr. Franchi as a tenant with no mention of a guarantor. I do not find the unsupported statements of the Tenant sufficient to establish that the Tenancy agreement was amended or that any error was made when Mr. Franchi signed the agreement. I conclude therefore that Mr. Franchi is not a guarantor.
5. Having found Mr. Franchi is a tenant, the question is whether Mr. Franchi is a tenant “in possession” of the rental unit.
6. The leading case on the meaning of whether a tenant is “in possession” of a rental unit is the Court of Appeal’s decision in *1162994 Ontario Inc. v. Bakker*, [2004 CanLII 59995 \(ON CA\)](#). In *Bakker*, the Court held that possession of a rental unit refers to some form of control over that unit as demonstrated by such factors such as access to, use of, or occupation of the unit.
7. The best evidence before me is Mr. Araujo oral testimony that Franco Franchi has not lived in the rental unit since the tenancy began in 2016. I find that Franco Franchi was not in possession of the rental unit when the Application was filed in November 2025.
8. However, it does not necessarily follow from my conclusion that because Mr. Franchi was not in possession, he ought to be removed from this application. This was a joint tenancy. Both Tenants became jointly and severally liable for the rent when they entered into the tenancy.
9. 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 or does not move into a rental unit does not “divest” themselves of that tenancy.
10. Pursuant to section 87 of the *Residential Tenancies Act, 2006 (the ‘Act’)* a tenant may still be considered a tenant even if they do not have possession of the unit. However, I accept the uncontested fact that Mr. Franchi ceased to be in possession of the rental unit before September 1, 2021, and this application was not filed within one year of when he vacated the rental unit. Therefore, the Board does not have jurisdiction pursuant to section 87 to make an order against Mr. Franchi for arrears of rent in this case.
11. Accordingly only Mr. Araujo will be subject to this order and I exercise my authority pursuant to section 201(1)(f) to amend the application and remove Franco Franchi as a party.

The parties agree that:

12. 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.
13. As of the hearing date, the Tenant was still in possession of the rental unit.
14. The lawful rent is \$1,809.96. It is due on the 1st day of each month.
15. Based on the monthly rent, the daily rent/compensation is \$59.51. This amount is calculated as follows: $\$1,809.96 \times 12$, divided by 365 days.
16. The Tenant has paid \$3,577.48 to the Landlord since the application was filed.
17. The rent arrears owing to February 28, 2026 are \$4,545.56.
18. The Landlord is entitled to \$40.00 to reimburse the Landlord for administration charges the Landlord incurred as a result of 2 cheques given by or on behalf of the Tenant which were returned NSF.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
20. The Landlord collected a rent deposit of \$1,711.55 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.
21. Interest on the rent deposit, in the amount of \$3.94 is owing to the Tenant for the period from January 1, 2026 to February 9, 2026.

On consent 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:**
 - \$4,771.56 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$6,581.52 if the payment is made on or before March 10, 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 March 10, 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 March 10, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,781.70. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant JA. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$59.51 per day for the use of the unit starting February 10, 2026 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 March 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 11, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 10, 2026, then starting March 11, 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 March 11, 2026

February 17, 2026
Date Issued

Julie Broderick
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 September 11, 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 February 28, 2026

Rent Owing To February 28, 2026	\$8,123.04
Application Filing Fee	\$186.00
NSF Charges	\$40.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,577.48
Total the Tenant must pay to continue the tenancy	\$4,771.56

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 10, 2026

Rent Owing To March 31, 2026	\$9,933.00
Application Filing Fee	\$186.00
NSF Charges	\$40.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,577.48
Total the Tenant must pay to continue the tenancy	\$6,581.52

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

Rent Owing To Hearing Date	\$6,848.67
Application Filing Fee	\$186.00
NSF Charges	\$40.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,577.48
Less the amount of the last month's rent deposit	- \$1,711.55
Less the amount of the interest on the last month's rent deposit	- \$3.94
Total amount owing to the Landlord	\$1,781.70
Plus daily compensation owing for each day of occupation starting February 10, 2026	\$59.51 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	