



Order under Section 69 Residential Tenancies Act, 2006

Citation: Joudeh v Iwuchukwu, 2026 ONLTB 14890

Date: 2026-02-13

File Number: LTB-L-098330-25

In the matter of: 2, 2445 CLOVER ST
Ottawa ON K1V8G4

Between: Muhanad Joudeh Landlord

And

Deborah Iwuchukwu Tenant
Pamela Onyemenam
Uju Okwuoha
Saad Warsi
Shaheer Nadeem

Muhanad Joudeh (the 'Landlord') applied for an order to terminate the tenancy and evict Deborah Iwuchukwu, Pamela Onyemenam, Uju Okwuoha, Saad Warsi and Shaheer Nadeem (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 4, 2026.

The Landlord's Agent Doniana Joudeh, Tenant Deborah Iwuchukwu, Tenant Pamela Onyemenam, Tenant Uju Okwuoha, and the Tenant Saad Warsi attended the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

Tenant's request to raise tenant's rights issues

1. At the hearing, the Tenant requested to raise issues related to tenant's rights pursuant to section 82 of the Residential Tenancies Act, 2006, S.O. 2006, c.17 (the 'Act'), which provides that at a hearing of a Landlord's application for non-payment of rent and which requests eviction of a tenant, a Tenant may raise any issue that could otherwise be the subject of a Tenant's application.

2. However, the Act and the Board's Rules of Procedure (the Rules) also require that the Tenant either give written notice to the Landlord and the Board at least 7 days before the hearing, along with copies of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing, or give an explanation satisfactory to the Board explaining why they could not comply with those requirements. The Rules further provide that where a Tenant fails to meet the requirements outlined above, the Tenant shall not be permitted to raise issues under sections 82(1) or 87(2) of the Act.
3. It was uncontested that the Tenant failed to notify either the Landlord or the Board of their intent to raise issues under section 82 of the Act in writing at least 7 days prior to the hearing. Further, the Tenant failed to provide any satisfactory reason as to why they could not comply with those requirements. Accordingly, I denied the Tenant's request.

The Landlord's L1 application

4. The application before the Board proceeds on a single N4 and L1 naming five individuals as tenants:
 - Deborah Iwuchukwu (DI)
 - Pamela Onyemenam (PO)
 - Uju Okwuoha (UO)
 - Saad Warsi, and (SW)
 - Shaheer Nadeem (SN)
5. The documentary record includes two different written tenancy agreements for the same rental unit signed in different years and naming different combinations of occupants. The 2023 residential tenancy agreement names PO, SN, SW, Radha Mishra, and Kadambari Sai. The 2024 residential tenancy agreement names all the same tenants as in this application, but was only signed by DI and UO. Rent under the 2023 lease was \$4,036.00 monthly, and the rent under the 2024 lease was \$4,262.50. In 2025, the Landlord applied a 2.5% increase based on the 2024 rent amount.
6. The Landlord's position is that the five individuals named on the N4 and L1 are joint tenants and that a single notice to end the tenancy for non-payment properly can be issued to them collectively. The Tenants dispute that characterization and state that the occupants are tenants in common. Their evidence is that the Landlord has a practice of replacing outgoing occupants and, in this case, introduced two new tenants in 2024 while three existing tenants from the 2023 lease continued in possession and did not enter into a new joint lease with the incoming occupants.

7. The record supports the Tenants' account. Three of the five individuals named on the N4 and L1, SN, SW, and PO, appear on the 2023 written lease and remained in the unit when the Landlord added DI and UO under a separate 2024 lease. Two persons listed on the 2023 lease, Radha Mishra and Kadambari Sai, do not appear on the 2024 lease and are not named in the application. The Landlord then treated the group as a single joint tenancy, charged the "group" a new rent under the 2024 lease, and later applied the 2025 increase to the 2024 rent figure, despite the absence of any agreement signed by all five occupants together as one tenancy.
8. On this evidentiary record, a single, continuing joint tenancy encompassing all five individuals cannot be found. Two different leases in consecutive years name different groups of tenants at different rents; three tenants from 2023 continued in occupation and did not enter into a single joint agreement with the two incoming tenants in 2024; and there is no persuasive evidence of a novation or other agreement binding all five as one joint tenancy. The Landlord's practice of assisting with roommate turnover further supports the Tenants' characterization of the arrangements as tenants in common rather than a single joint tenancy.
9. Because a joint tenancy has not been established, the single N4 issued is defective. Proper notice and an L1 for non-payment must correspond to the correct tenant or tenants and the correct tenancy relationship. In my view, proceeding on the premise of a joint tenancy when the evidence does not support that legal characterization means the application is not properly before the Board.
10. Therefore, the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

February 13, 2026

Date Issued

Kyle Anderson

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.