



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

Citation: Anderson v Jefferson, 2026 ONLTB 14714

Date: 2026-02-23

File Number: LTB-L-088502-24-RV

In the matter of: Basement, 8 ALLANGROVE DR
BRAMPTON ON L7A2M4

Between: Barbara Anderson Landlord

And

Maresha Jefferson Respondents
Marke Cox

Review Order

Barbara Anderson (the 'Landlord') applied for an order to terminate the tenancy and evict Maresha Jefferson and Marke Cox (the 'Respondents') because of rent arrears and because the Landlord requires possession of the rental unit in order to convert the unit to a non-residential use. The Landlord also claimed payment of the rent arrears.

This application was resolved by order LTB-L-088502-24, issued on December 18, 2025.

On January 10, 2026, the Respondent Maresha Jefferson requested a review of the order.

The review was heard by videoconference on February 11, 2026.

The Landlord and the Respondents attended the hearing.

Reasons:

Review

1. The Landlord brought this application against both Respondents on the basis that they were joint tenants of the rental unit. At the hearing, the Respondents argued that only Mr. Cox was a tenant of the unit, and that Ms. Jefferson lived in the unit as Mr. Cox's guest. They asked that Ms. Jefferson be removed as a Respondent to the application.
2. After hearing from the parties, the Member found that both Respondents were tenants, and denied the request to remove Ms. Jefferson. She went on to find that the Respondents owed rent arrears, and ordered them jointly to pay the arrears. She ordered that the tenancy would be terminated if the arrears were not paid.

3. Ms. Jefferson requests a review of the decision finding that she was a tenant. The rest of the Member's decision is not under review. This means that the order remains in effect, but if Ms. Jefferson is successful, she will not be required to pay the rent arrears.
4. A tenancy is formed by agreement between parties. Pursuant to section 2(1) of the *Residential Tenancies Act, 2006* (RTA), a tenancy agreement can be written, oral, or implied. In this case, there was no written tenancy agreement. Consequently, the Member should have applied the following test:
 - Was the tenancy formed by an oral or implied agreement between all three parties, or only between the Landlord and Mr. Cox?
 - If the tenancy was only between the Landlord and Mr. Cox, was there a subsequent oral or implied agreement to add Ms. Jefferson as a second tenant?
5. The Member in this case did not apply the correct test. Instead, the Member reasoned that because Ms. Jefferson was the point of contact regarding tenancy issues over the course of the tenancy, there was an implied agreement that she was a tenant.
6. There are two problems with the Member's reasoning. First, she did not consider what agreement the parties made when they entered into the tenancy. If the parties had agreed at the outset that both Respondents would be tenants, then their conduct during the tenancy would be irrelevant. Both Respondents would be tenants regardless.
7. Second, if the tenancy was originally only between the Landlord and Mr. Cox, then the Member did not explain how Ms. Jefferson's role as point of contact during the tenancy would give rise to an implied agreement to add her as a tenant. A tenant, like anyone else, can appoint an agent to act on their behalf. If Mr. Cox relied on Ms. Jefferson to represent him in dealings with the Landlord, that would not imply that the parties had agreed to amend the tenancy agreement to add Ms. Jefferson as a tenant.
8. It was a serious error for the Member to apply an incorrect test to determine the question of whether Ms. Jefferson was a tenant. I therefore granted the review and held a new hearing of that question.

New hearing

Was the tenancy formed by an oral or implied agreement between all three parties, or only between the Landlord and Mr. Cox?

9. Because this is the Landlord's application, she bears the onus of proving, on a balance of probabilities, that the Respondents were tenants.
10. The parties have very different recollections of how the tenancy was formed in 2020.
11. The Landlord testified that both Respondents met with her in September to view the unit. At that meeting, they agreed to rent the unit. If I accept the Landlord's testimony, then both Respondents were tenants.
12. Mr. Cox testified that he spoke with the Landlord by phone in August or September and agreed to rent the unit. Ms. Jefferson testified that she was not present for that

conversation, and did not view the unit or meet the Landlord prior to moving in. If I accept the Respondents' testimony, then only Mr. Cox was a tenant.

13. I do not find the Landlord's testimony to be more credible than the Respondents' testimony. I give little weight to Mr. Cox's testimony, as it contained contradictory dates which he did not adequately explain. However, the Landlord's and Ms. Jefferson's testimony also lacked detail. None of the testimony was corroborated, although corroborating documents ought to have been available. In short, none of the witnesses provided reliable evidence as to whether Ms. Jefferson participated in the conversation in which Mr. Cox agreed to rent the unit from the Landlord in August or September 2020.
14. There is no reason for me to prefer the Landlord's testimony over Ms. Jefferson's. Consequently, the Landlord has not proved, on a balance of probabilities, that Ms. Jefferson was a party to the tenancy agreement.

Was there a subsequent oral or implied agreement to add Ms. Jefferson as a second tenant?

15. The Landlord argues that the parties' conduct during the tenancy gave rise to an implied agreement that Ms. Jefferson was a tenant. She testified that rent payments throughout the tenancy came from Ms. Jefferson's bank account, and that Ms. Jefferson was the Landlord's main point of contact throughout the tenancy.
16. I am not persuaded that the parties' conduct gave rise to an implied agreement to add Ms. Jefferson to the tenancy. Their conduct was consistent with the existing tenancy agreement between the Landlord and Mr. Cox.
17. A reasonable person would not conclude that a tenant's spouse, by talking to a landlord about a tenancy, was impliedly agreeing to take on the rights and obligations of a tenant. Similarly, a reasonable person would not conclude that, by talking to a tenant's spouse about a tenancy, a landlord was impliedly agreeing to add the spouse as a tenant. Finally, a reasonable person would not conclude that, because he was content to let his spouse speak on his behalf, a tenant was impliedly agreeing to add her to a tenancy.
18. The Landlord points to the definition of a "tenant" in section 2(1) of the RTA, which "includes a person who pays rent in return for the right to occupy a rental unit." It is well established that section 2(1) does not mean that anyone who pays rent on behalf of a tenant becomes a tenant themselves. Mr. Cox was the person who owed rent under the tenancy agreement. Absent any agreement otherwise, Ms. Jefferson's payments were made on Mr. Cox's behalf.
19. The Landlord also argues that, at various points during the tenancy, Ms. Jefferson locked Mr. Cox out of the unit and/or Mr. Cox was prohibited from attending the unit because of family law or criminal law proceedings. She argues that those events show that Ms. Jefferson had the legal right to occupy the unit and exclude Mr. Cox.
20. The events the Landlord points to are not relevant. There is no evidence that a family or criminal court has made a finding that Ms. Jefferson was a tenant, nor would such a finding likely be within those courts' jurisdictions. A court can prohibit a person from attending a property, even if they are a legal tenant.

Conclusion

21. There is no dispute that Mr. Cox was a tenant of the unit. The Landlord has not proved, on a balance of probabilities, that Ms. Jefferson was also a tenant. She has not proved either that the original tenancy agreement included Ms. Jefferson, or that there was a subsequent implied agreement to add Ms. Jefferson.
22. The order will therefore be varied to remove Ms. Jefferson. It will remain in effect against Mr. Cox.

It is ordered that:

1. Order LTB-L-088502-24, issued on December 18, 2025, is varied as follows: Ms. Jefferson is removed as a party to the order. All references in the order to “the Tenants” refer to Mr. Cox only.

February 23, 2026
Date Issued

Dale Whitmore
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.