



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-098407-25

In the matter of: 42 ONEIDA RD
LONDON ON N5V 2X1

Between: 1000168229 Ontario Inc. Landlord

and

Tenants

Camron Bruce Wilks
Latisha Lynn LeBlanc
Tyree Jaden Barrett
Anjalynah Rose-Maria Simmond

1000168229 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Camron Bruce Wilks, Latisha Lynn LeBlanc, Tyree Jaden Barrett and Anjalynah Rose-Maria Simmond (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 3, 2026.

The Landlord's representative, Yun Tao Li, and the Landlord's agent, Yongji (Tony) Tang, and the Tenants, Latisha Lynn LeBlanc and Tyree Jaden Barrett joined by phone on one device, and Anjalynah Rose-Maria Simmond joined by videoconference.

Determinations:

Adjournment request

1. The Tenants requested an adjournment to retain counsel and to prepare their evidence.
2. The Landlord's representative submitted that the Landlord is obligated to pay the mortgage and property tax. He objected to the adjournment and indicated that the Tenants have paid no rent to the Landlord since the application has been filed, the rental arrears have accumulated to \$12,800.00.
3. Ms. LeBlanc testified that she received notice of the hearing from the Board in December 2025. She contacted a legal representative around January 2026 and indicated that the representative had recently returned her call.

4. Ms. Simmond and Mr. Barret testified that they came to know about the hearing on February 2, 2026, when the Tenant, Camron Bruce Wilks, informed them they had received mail. They also indicated that they vacated the rental unit on December 1, 2025. The N4 notice was served, and the application was filed prior to Ms. Simmond and Mr. Barret vacating the unit. There is no dispute that the remaining two Tenants continue to be in possession of the rental unit.
5. With respect to Ms. Simmond and Mr. Barret, as they have already vacated the rental unit, I find that they will experience minimal prejudice if this proceeding for termination of the tenancy and arrears were to continue.
6. With respect to Ms. LeBlanc, while the parties are entitled to seek legal representation, an adjournment is not automatic for that purpose. Given the length of notice provided, and in the absence of evidence demonstrating effort to retain counsel in a timely manner, I was not satisfied that an adjournment was justified.
7. Based on the evidence before me and the relevant factors set out in Rule 21.8 of the Landlord and Tenant Board Rules of Procedure, I denied the Tenants' adjournment request and proceeded to hear the merits of the application.

Service of the N4 Notice

8. The Tenants testified that they did not receive the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) on November 3, 2025.
9. The Landlord's agent testified that on November 3, 2025, he personally handed a copy of the notice to Latisha Lynn LeBlanc and placed the remaining copies in the rental unit mailbox. Pursuant to section 191 of *Residential Tenancies Act, 2006* (Act), a notice of termination may be served by handing it to the tenant or by placing it in the mailbox where mail is ordinarily delivered. The Tenants were given an opportunity to cross examine the Landlord's agent regarding service.
10. In this case the Tenants' denial of receipt is insufficient to rebut the evidence before me. I accept the testimony of the Landlord's agent and find that the notice was properly served on November 3, 2025, in accordance with the Act.

Section 82 issues

11. The Tenant, Latisha Lynn LeBlanc, wanted to raise maintenance issues at the hearing pursuant to section 82 of the Act. The Landlord's representative objected and indicated that he was not prepared to respond given that the Tenant has not provided advance notice of her intend to raise section 82 issues at the hearing.
12. Rule 19.4 of the Board's Rules of Procedure provides that a Tenant who wishes to raise s.82 issues at a hearing must serve the Landlord and file with the Board a list of their issues as well as their supporting evidence at least seven days before the hearing. Further, rule 19.5 provides that a Tenant who fails to comply with s.19.4 shall not be permitted to raise these issues at the hearing unless the Board is satisfied that they could not comply.

13. In this case, the Tenant did not comply with the requirements set out in the Act and the Board's rules. Ms. LeBlanc stated that she did not submit her maintenance issues to the Board and to the Landlord in advance of this hearing because she is in the process of retaining counsel. I informed the Tenants that they can file a separate application to the Board regarding the maintenance issues.
14. I find that the Tenants had advance notice of this hearing and ample opportunity to raise section 82 issues, but they did not. For this reason, I did not hear any evidence or submission with respect to the Tenant's s.82 issues.

Whether the tenancy is joint?

15. The Tenants, Anjalynah Rose-Maria Simmond and Tyree Jaden Barret testified that they vacated the rental unit on December 1, 2025, and submitted that they should not be held liable for rent from December 1, 2025, onwards. They also stated that they informed the Landlord that they had vacated the unit on December 1, 2025. The Landlord's representative indicated that the Landlord did not receive notice from the Tenants.
16. The Tenants further asserted that this was not a joint tenancy but rather they rented separate units. The Landlord's agent testified that separate units were not rented to the Tenants. I stood the matter down for more than 30 minutes to allow the parties additional time to locate agreements or evidence on this issue.
17. The Landlord referred me to the written lease agreement mutually signed on August 10, 2025. The lease lists all Tenants on a single agreement. I displayed the lease during the hearing and asked the Tenants to identify where the agreement indicates that separate units were rented to different Tenants. The Tenants were unable to identify any such provision. They indicated they were attempting to locate another lease agreement but were unable to do so.
18. Section 2(1) of the Act states a "tenant" includes a person who pays rent in return for the right to occupy a rental unit and includes the tenant's heirs, assigns... Where multiple Tenants enter into a single tenancy agreement for the same rental unit, they are jointly and severally liable for the obligations under the tenancy agreement.
19. While Ms. Simmond and Mr. Barret continue to be Tenants legally, I accept their evidence that they vacated the rental unit on December 1, 2025. However, there is no evidence before me of separate tenancy agreements or a separate rental unit being leased individually. The only lease before me is a single agreement naming all Tenants. Therefore, I find that the parties entered into a joint tenancy.

Claims against Ms. Simmond and Mr. Barret

20. The Act does not provide that a Tenant can unilaterally end their interest and obligations in an ongoing joint tenancy simply by vacating the rental unit. In this case, there was no agreement between the parties to amend the lease to remove Ms. Simmond and Mr. Barret as Tenants, meaning they continue to be jointly liable for the ongoing rent arrears.

21. The Landlord filed this application on November 21, 2025, while Ms. Simmond and Mr. Barret were still living in the rental unit. Therefore, the Board has the jurisdiction to order them to pay rent arrears in accordance with s.87(1)(a) of the Act.
22. This ultimately means that the Board's order will include both Tenants as respondents with joint liability for the rent arrears.

Rental arrears

23. 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.
24. As of the hearing date, the Tenants were still in possession of the rental unit.
25. The lawful rent is \$3,200.00. It is due on the 1st day of each month.
26. Based on the Monthly rent, the daily rent/compensation is \$105.21. This amount is calculated as follows: $\$3,200.00 \times 12$, divided by 365 days.
27. It is not in dispute that the Tenants have not made any payments since the application was filed.
28. The rent arrears owing to February 28, 2026, are \$12,800.00.
29. Ms. LeBlanc testified that she had been advised by her legal representative not to agree to the arrears whether owing or not. I asked whether she had any evidence of additional payments not reflected in the Landlord's application, none was provided.
30. It is the position of Ms. Simmond and Mr. Barret that all rent owing up to when they resided in the rental unit had been paid and that they are not responsible for the arrears after vacating on December 1, 2025.
31. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
32. The Landlord collected a rent deposit of \$3,200.00 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. Interest on the rent deposit, in the amount of \$23.20 is owing to the Tenants for the period from October 1, 2025, to February 3, 2026.

Relief from eviction

33. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until March 31, 2026, pursuant to subsection 83(1)(b) of the Act. I find that a short postponement is reasonable to allow the Tenants an opportunity to preserve their tenancy, or if necessary, secure alternative accommodation.

34. In this case, the parties were unsuccessful resolving the issue of rent arrears through a payment plan. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenants to pay off all outstanding amounts and void the order.
35. Ms. LeBlanc has two children; she indicated there are members in the household who have disabilities. Ms. LeBlanc testified that she has no intention to preserve her tenancy and requested that I delay the order to March 31, 2026. The Landlord's representative submitted that delaying the eviction to March 31, 2025, is also acceptable to the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
 2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the Board in trust:**
 - \$12,986.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$16,186.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the Board to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after March 31, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before March 31, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$6,878.43. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$105.21 per day for the use of the unit starting February 4, 2026, until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before March 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 1, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 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 April 1, 2026.

March 2, 2026

Date Issued

Adeela Alvez

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 October 1, 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 Tenants 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	\$12,800.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$12,986.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing to March 31, 2026	\$16,000.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$16,186.00

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

Rent Owing to Hearing Date	\$9,915.63
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,200.00
Less the amount of the interest on the last month's rent deposit	- \$23.20
Total amount owing to the Landlord	\$6,878.43
Plus, daily compensation owing for each day of occupation starting February 4, 2026	\$105.21 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	