



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

File Number: LTB-L-102497-25

In the matter of: 915, 25 PARKWAY FOREST DR
NORTH YORK ON M2J1L4

Between: Homestead Land Holdings Limited Landlord

And

Mani Teja Buddha Tenants

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Mani Teja Buddha (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 19, 2026.

The Landlord's Representative, Ashleigh Searles, and former Tenant, Jimith George, attended the hearing.

The Tenant, Mani Teja Buddha (MTB), was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary Issue:

Request to remove a party

1. Jimith George's (JG), request to remove his name as a Tenant in this application is granted for the reasons that follow.
2. JG testified that he and the other named Tenant signed a joint tenancy in October 2016. By December 2016, JG had decided to move out of the rental unit. JG informed the resident manager verbally that he was vacating the rental unit by the end of December 2016 and requested to remove his name. After vacating the rental unit, JG lived at another unit in Scarborough, then Mississauga and for the last several years, has lived in Alberta. JG testified that he has not been in touch with MTB since he vacated the rental unit. JG has heard that MTB may have left the country. JG has had no control over the rental unit for almost a decade not paid rent to the Landlord since he left. JG learned of this hearing by fluke. JG is not aware of any previous application before the Board. A lease agreement

for another tenancy and driver's licenses from Ontario and Alberta were provided as evidence.

3. The Landlord opposed the request. It is the Landlord's position that they have a policy that written records are created and signed by all parties to break a joint tenancy. The parties had all been before the Board in 2019 and 2024, and this was never brought up.
4. A joint tenancy cannot be severed arbitrarily by one tenant moving out of the rental unit. In a joint tenancy, there is a single tenancy agreement, and the Tenants are jointly and severally (individually) liable for the payment of the entire rent for the rental unit. All parties to the agreement including the Landlord have to agree to sever the joint tenancy. The implication of requiring consent from all parties to remove a tenant who moves out from the lease was discussed in *Properties v. Northmore*, [2018 CanLII 153456 \(ON LTB\)](#).
5. Having said that I must also turn my mind to the fact that the former Tenant has not been in possession of the rental unit since the end of 2016.
6. Pursuant to section 87(1) -(1.1) of the *Residential Tenancies Act, 2006* (the 'Act'), which was amended effective September 1, 2021, a landlord may apply to the Board for arrears of rent if the tenant did not pay rent lawfully and:
 - (1) was in possession of the rental unit on the date the application was filed, or
 - (2) is not in possession of the rental unit but vacated the unit on or after September 1, 2021.
7. The Tenant JG was no longer in possession of the rental unit on December 04, 2025, the date that the Landlord filed this application. JG also vacated the rental unit before September 1, 2021. Therefore, the Board cannot order JG to pay arrears of rent.

Determinations:

1. 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.
2. As of the hearing date, the Tenant, MTB, was still in possession of the rental unit.
3. The lawful rent is \$1,591.71. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$52.33. This amount is calculated as follows: \$1,591.71 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026, are \$9,386.02.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$1,593.59 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.
9. Interest on the rent deposit, in the amount of \$10.18 is owing to the Tenant for the period from November 1, 2025, to February 19, 2026.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Tenant was not present at the hearing to share evidence with respect to their circumstances. The rent arrears have increased substantially since the Tenant has made no payments to date. There is no reason to delay or deny eviction.

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:**
 - \$11,163.73 if the payment is made on or before March 16, 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 16, 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 16, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,370.81. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$52.33 per day for the use of the unit starting February 20, 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 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 17, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 16, 2026, then starting March 17, 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 17, 2026.

March 5, 2026
Date Issued

Sheena Brar
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 17, 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 March 16, 2026

Rent Owing to March 31, 2026	\$10,977.73
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,163.73

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

Rent Owing to Hearing Date	\$8,788.58
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,593.59
Less the amount of the interest on the last month's rent deposit	- \$10.18
Total amount owing to the Landlord	\$7,370.81
Plus, daily compensation owing for each day of occupation starting February 20, 2026	\$52.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	