



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

Citation: Khan-Sahadeo v Burt, 2026 ONLTB 14476

Date: 2026-03-10

File Numbers: LTB-L-044034-25-RV
LTB-L-027072-25-RV

In the matter of: Basement Unit, 324 Clyde Rd
Cambridge ON N1R1L6

Between: Nafeeza Khan-Sahadeo
Zaheer Khan

Landlords

and

Jesse Burt
Sarah Dunlop

Tenants

Review Order

Nafeeza Khan-Sahadeo and Zaheer Khan (the 'Landlords') applied for an order to terminate the tenancy and evict Jesse Burt and Sarah Dunlop (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlords also claimed charges related to NSF cheques. **(L1 Application – LTB-L-044034-25)**

The Landlords also applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement. **(L2 Application – LTB-L-027072-25)**

This application was resolved by order LTB-L-044034-25, issued on November 24, 2025.

On December 23, 2025, the Tenant, Sarah Dunlop, requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 24, 2025, interim order LTB-L-044034-25-RV-IN was issued, staying the order issued on November 24, 2025.

This application was heard by videoconference on January 28, 2026.

The Landlords, the Legal Representative for Sarah Dunlop, Barret Beaudoin, and the Tenants attended the hearing.

Determinations:

1. The Tenant, Sarah Dunlop ('SD'), filed a request to review alleging that the presiding Member misinterpreted the law with respect to terminating an interest in a joint tenancy.
2. SD's Legal Representative submits that SD lawfully terminated her interest in the joint tenancy because she provided notice to terminate the tenancy which complied with sections 43 and 44 of the *Residential Tenancies Act, 2006* (the 'Act') and the Member's finding to the contrary amounts to a serious error.
3. There is no dispute that this a joint tenancy. SD's Legal Representative relies on a number of cases in support of his position that a tenant may lawfully terminate their interest in a joint tenancy by complying with sections 43 and 44 of the Act; however, all of the case law referred to are cases from the United Kingdom, which are not binding on this Board and do not consider the specific provisions of the legislation governing this tenancy. Additionally, while he also made references to common law principles as they relate to joint tenancies and tenancies in common, I note that although the Board does consider and sometimes apply common law principles, the Board is not a court of common law or equity.
4. Where a joint tenancy is terminated under the Act, it is terminated for all Tenants. This is because the tenancy is a single undivided interest. Aside from the limited exceptions in sections 47.1 to 47.4 of the Act where a tenant can terminate their interest in a joint tenancy, there is no general provision in the Act for the termination of only part of a joint tenancy.
5. Sections 37 and 47 of the Act provide that a tenant may end their tenancy by agreement with the landlord or by giving a notice that meets certain criteria. In a joint tenancy, agreement or notice by all the joint tenants will meet the requirements of those sections. I do not agree with SD's Legal Representative that these provisions of the Act also apply to termination of an interest in a joint tenancy. The legislature specifically turned their mind to situations in which joint tenants may terminate their interest in a joint tenancy, and those situations are addressed in sections 47.1 to 47.4 of the Act. It is undisputed that the circumstances of this case are not any of the circumstances as set out in section 47.1 to 47.4. Therefore, consent is required in order to alter the terms of the tenancy agreement and ultimately terminate SD's interest in the joint tenancy.
6. While the order does not explicitly address the issue of consent, and that is an error, it would not change the outcome. I say this because SD puts forth that consent was not necessary because she served an N9 Notice of Termination. Therefore, I would leave the order intact because although it does not specifically address the consent component, the result is correct as there was no consent because SD does not believe that consent was required.
7. SD's Legal Representative submits that the presiding Member also seriously erred by failing to determine whether SD was in possession of the rental unit when the application was filed. Whether the Tenant was in possession of the rental unit at the time the application was filed is not relevant to whether the Board has jurisdiction to make an order against her under section 87 of the Act. Section 87 allows the Board to order arrears against a tenant or former tenant not in possession where the tenant vacated on or after September 1, 2021, the application was filed within one year of the tenant vacating, and

the tenant has been given notice of the application and hearing. In this case, all three criteria were satisfied, and thus the presiding Member had the jurisdiction to make an order against both Tenants.

8. As I am not satisfied that there is a serious error in the order, SD's request to review the order must be denied.

It is ordered that:

1. The request to review order LTB-L-044034-25_LTB-L-027072-25, issued on November 24, 2025, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on December 24, 2025 is cancelled. The stay of order LTB-L-044034-25_LTB-L-027072-25 is lifted immediately.

March 10, 2026
Date Issued

Candace Aboussafy
Member, Landlord and Tenant Board

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