



**Order under Subsection 87(1)
Residential Tenancies Act, 2006**

File Number: LTB-L-091372-25

In the matter of: Front Unit, 934 King Rd
Burlington ON L7T3L3

Between: Diane Johnston Landlord

And

John Peter Tenant

Diane Johnston (the 'Landlord') applied for an order requiring John Peter (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on January 14, 2026.

The Landlord, the Landlord's Representative, Brittany Colley, the Landlord's Agent, Glen Vardy, the Tenant, and the Tenant's Representative, Kush Gupta, attended the hearing.

Preliminary Issues:

Adjournment Request

1. The Tenant's request to adjourn the hearing because the Tenant's Legal Representative was retained the morning of the hearing is denied for the reasons that follow.
2. The Tenant's Legal Representative stated that he was retained the morning of the hearing, and he needs more time to prepare. The Tenant also has s.82 issues to raise. The Tenant was struggling financially and has had health issues so he could not retain him earlier. There is little or no prejudice to the Landlord as the Tenant has vacated the rental unit.
3. The Landlord opposes the request, noting that the application is an L9 application and does not require any disclosure. The Tenant has filed his own application and the Tenant's Legal Representative is representing him for the Tenant application. The Landlord would be prejudiced as they have to pay for their representative to appear again.
4. The Tenant was notified on October 30, 2025, that the Landlord has filed this L9 application and also of the hearing date of January 14, 2026. The Tenant failed to prove that he took reasonable steps to retain counsel or that he could not represent himself at the hearing. I denied the Tenant's request to adjourn the hearing. The Tenant is not

precluded from bringing his own application to raise Tenant issues and I understand he has already done so.

Motion to Dismiss

6. The Tenant brings a motion to dismiss the application for the reason that the Landlord has filed this application naming just one tenant when there were actually four tenants in possession of the rental unit.
7. The Tenant is of the view that the Landlord failed to serve the other Tenants, and they have not been notified of this application. The Tenant submits that the lease is not on an Ontario Standard lease form, and it does not name any tenant(s). It lists the occupants as Simon Peter, Shabnam, John Peter and Kuldeep. It is uncontested that only John Peter, the Tenant, signed the lease agreement. It is the Tenant's position that the Tenant's application was served on the Landlord prior to them submitting this L9 application and the Tenant application names four people as Tenants, so the Landlord was aware that there are four tenants.
8. The Tenant testified that all four tenants went to see the rental unit and when the lease was signed, he had gone alone so he gave the deposit and signed the lease. The Landlord's Agent told him that he would come back and get the lease signed from the other three tenants. The Tenant testified he never received a copy of the lease even though he asked for it multiple times. The Landlord's Agent would crop the lease pages and send them to him. A copy of the text messages between the Tenant and the Landlord asking for the lease were asked to be sent as a post-hearing submission. The Tenant then submitted more evidence than that requested which was also unrelated to this application, so it has not been taken into consideration. The Tenant did not submit the copy of the text messages showing that they asked for a full copy.
9. It is the Tenant's position that all four of the parties contributed towards rent and they all should be named as Tenants. It is also uncontested that John Peter paid the full rent to the Landlord directly via e-transfer.
10. The Landlord's Agent testified that the Tenant contacted him for the property's lease, and the Tenant was the main contact for signing the lease and all tenancy related communications, including paying the rent. The Tenant came with family members to view the rental unit. The Landlord's Agent gave the Tenant a copy as soon as they signed the two copies. The Tenant acknowledged the same on the lease. The Landlord's Agent believes it was an oversight to leave the Tenant space blank in the lease agreement but noted that John Peter ultimately signed it. The Landlord's Agent always communicated with John Peter for all issues. The Landlord's Agent sent snippets of the lease agreement to the Tenant when there were issues with parking just to highlight what was agreed upon.
11. The Landlord's Legal Representative provided a copy of the lease agreement at the hearing. The Landlord's Legal Representative also sent a copy of the lease to the Tenant's Legal Representative on or around August 27, 2025, prior to this application being filed and the Tenant vacating.
12. Based on the lease agreement submitted, it is uncontested that the Tenant signed the lease, and everyone is listed as occupants. Only the Tenant paid rent to the Landlord.

Even though the Tenant claims there was some sort of agreement between the occupants to contribute equally towards rent, there was no evidence of the same provided. The Tenant claims he asked for the original lease agreement multiple times, but the evidence provided does not support the claim. There is evidence that the Tenant in an email asked for a new lease agreement after the original one ended after a year but not that he asked for the original lease because he did not have a copy. The N12 served on the Tenant was also addressed only to him and not the occupants. There is no evidence before me to corroborate the Tenant's assertions that the occupants should have also been named Tenants. The lease agreement on the last page has a box for the Tenant receiving the copy of the lease from the Landlord check marked in the same blue ink as the Tenant's signatures rather than black ink from the Landlord's signatures. The same page also states in big bold letters, "SIGN BOTH COPIES SEPARATELY". I am satisfied that the Tenant received it.

13. The Tenant's motion is dismissed.

Determinations:

14. The Tenant vacated the rental unit on October 31, 2025. The Tenant was in possession of the rental unit on the date the application was filed.

15. The Tenant did not pay the total rent they were required to pay for the period from August 1, 2025, to October 31, 2025.

16. The lawful rent is \$2,900.00. It is due on the 1st day of each month.

17. The Tenant has not made any payments since the application was filed.

18. The rent arrears and daily compensation owing to October 31, 2025, is \$5,800.00.

19. The Tenant believes that he does not owe the Landlord anything. The Landlord served the Tenant an N12 notice and they told the Tenant via email that if the Tenant vacates the rental unit on or before October 31, 2026, the Tenant would not owe anything. The Landlord subsequently withdrew the L2 application based on the N12 and are now claiming rent arrears for one month. The Tenant alone has no means to pay the arrears claimed.

20. The Landlord claims that the Tenant has not paid August's rent either and the Landlord did waive September's rent as compensation for the N12 notice. The last month's rent covers October rent. The Landlord did send an offer to waive August rent if the Tenant withdrew his Tenant application, but the Tenant did not accept the offer. The Landlord is therefore, claiming unpaid rent for August 2025.

21. There is no evidence before me to show that the Tenant did pay August rent, so I find the Landlord's account to be accurate.

22. The Landlord collected a rent deposit of \$2,900.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy is terminated.

23. Interest on the rent deposit, in the amount of \$108.05 is owing to the Tenant for the period from May 6, 2024, to October 31, 2025.
24. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,977.95. This amount includes rent arrears owing up to October 31, 2025, and the cost of the application minus the rent deposit and interest owing.
2. If the Tenant does not pay the Landlord the full amount owing on or before March 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 21, 2026, at 4.00% annually on the balance outstanding.

March 9, 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.