



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

File Number: LTB-L-104052-25

In the matter of: Unit 414, 1616 OUELLETTE AVE
WINDSOR ON N8X1L2

Between: 2868554 Ontario Inc. Landlord

And

Christopher Conroy Wright Tenant
Bruce Lee Wright

2868554 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Conroy Wright (CW) and Bruce Lee Wright (BW) (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Legal Representative, Hardik Panchal, and the second-named Tenant, Bruce Lee Wright (BW), attended the hearing.

Determinations:

Tenant's s. 82 issues

1. At the hearing, the Tenant attempted to raise issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act'), which I will refer to as the Act. However, the Tenant did not comply with section 82(2) of the Act, which requires a tenant to give advance notice to the Landlord of any issue the tenant intends to raise at the hearing, in accordance with the Rules of Procedure. The Tenant did not provide a satisfactory explanation for failing to give advance notice of these issues. As a result, I declined to hear evidence about the Tenant's section 82 issues. This order does not prevent the Tenant from filing a separate application with the Board to address those issues.

Rent Arrears:

2. 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.

3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,750.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$57.53. This amount is calculated as follows: $\$1,750.00 \times 12$, divided by 365 days.
6. The Tenant has paid \$1,750.00 to the Landlord since the application was filed.
7. The rent arrears owing to March 31, 2026, are \$8,825.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,750.00 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.
10. Interest on the rent deposit, in the amount of \$56.13 is owing to the Tenant for the period from November 1, 2024, to March 3, 2026.

Tenant's evidence:

11. At the hearing, BW testified that he moved into the rental unit with his brother, CW, on November 1, 2024, and that both of them were listed as tenants on the lease agreement. BW further testified that his relationship with CW broke down in 2025 and that he decided to move out when the one-year fixed term ended. He stated that he gave notice to the Landlord in the last week of November 2025 and moved out in December 2025.
12. He also testified that CW was not aware that he intended to move out. BW stated that he does not know whether CW is still in possession of the rental unit. BW further testified that he only contributed a portion of the rent and that, because he no longer lives in the rental unit, CW should now be responsible for the full rent.

Landlord's evidence:

13. The Landlord's Legal Representative submitted that the tenancy is a joint tenancy for a one-year fixed term. The Landlord's Legal Representative stated that the Landlord did not receive notice from BW and has no record showing that the Landlord agreed to BW unilaterally terminating his obligations under the tenancy. The Landlord's Legal Representative also submitted that, as of the hearing date, both Tenants remained in possession of the rental unit.

Analysis:

14. In a joint tenancy, all tenants share a single undivided interest in the tenancy. There is one tenancy agreement, and all tenants are jointly and severally liable for the full rent for the rental unit.

15. In the context of the Act, an important feature of a joint tenancy is that co-tenants do not have separate shares of the rent. They are jointly and severally liable to the Landlord for the entire rent. This means that if the rent is not paid, the Landlord may pursue any one of them for the full amount.
16. In this case, CW and BW entered into a lease agreement in November 2024 that created a joint tenancy. As a result, both Tenants were jointly and severally responsible for payment of the full monthly rent of \$1,750.00. Any private arrangement between CW and BW about how they would divide the rent did not involve the Landlord and does not alter their joint liability under the tenancy agreement.
17. BW testified that he gave notice to the Landlord in late November 2025 and moved out in December 2025. However, the Landlord filed the L1 application on December 16, 2025. BW did not provide sufficient evidence to establish that he had ceased to be in possession of the rental unit by that date. In particular, BW did not provide any documentary evidence to support the date he allegedly moved out, nor did he provide clear evidence that he had surrendered possession of the rental unit before the application was filed.
18. As a result, I am not satisfied, on a balance of probabilities, that BW was no longer in possession of the rental unit on December 16, 2025, when the L1 application was filed. Accordingly, BW was properly named as a Tenant in the application and remains jointly and severally liable with CW for the rent arrears owing to the Landlord.

Relief of Evidence:

19. 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. I find that it would be unfair to grant relief from eviction under subsection 83(1) of the Act. BW did not make any submissions regarding relief from eviction. The Landlord was not aware of any circumstances that would support granting relief from eviction. As noted above, CW did not attend the hearing. As a result, I did not have the opportunity to hear evidence about CW's circumstances or any evidence disputing the Landlord's request for an eviction order.

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:**
 - \$9,011.00 if the payment is made on or before March 27, 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 27, 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 27, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,627.46. 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 \$57.53 per day for the use of the unit starting March 4, 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 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 28, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 27, 2026, then starting March 28, 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 28, 2026.

March 16, 2026
Date Issued

Joy Xiao
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 28, 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 27, 2026

Rent Owing To March 31, 2026	\$10,575.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,750.00
Total the Tenant must pay to continue the tenancy	\$9,011.00

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

Rent Owing To Hearing Date	\$8,997.59
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,750.00
Less the amount of the last month's rent deposit	- \$1,750.00
Less the amount of the interest on the last month's rent deposit	- \$56.13
Total amount owing to the Landlord	\$5,627.46
Plus daily compensation owing for each day of occupation starting March 4, 2026	\$57.53 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	