



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

File Number: LTB-L-000229-26

In the matter of: 330 OAK AVE
STRATHROY ON N7G3T2

Between: GARETT MOONS Landlord
TARYN MOONS

And

NICOLE KICKS Tenants
ANDRE MONGEON
JUSTYN MONGEON

GARETT MOONS and TARYN MOONS (the 'Landlord') applied for an order to terminate the tenancy and evict NICOLE KICKS, ANDRE MONGEON and JUSTYN MONGEON (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 9, 2026.

Landlord's Legal Representative, Timothy Mobberley, and the two first named Tenants, Nicole Kicks, and Andre Mongeon, attended the hearing.

Determinations:

Preliminary Issue: Nicole Kicks is a Tenant

3. At the onset of the hearing, the first named Tenant requested to be removed as a party to this application as she has moved out of the rental unit in September 2025 and should not be held liable for the rent arrears. The first named Tenant indicated she called her Landlord in September 2025 to advise him that she moved out. The first named Tenant indicated the Landlord consented to her vacating the rental unit.
4. There is no dispute that there was a lease in place naming all the Tenants as joint Tenants.
5. The Landlord was not in attendance to provide testimony. The Landlord's Legal Representative indicated there was no consent from the Landlord to remove the first named Tenant from the lease and terminate her interest in the joint tenancy.

6. Under the *Residential Tenancies Act, 2006* (the 'Act'), there are only two ways for a tenant to sever their interest in an ongoing joint tenancy. The first is through the service of a valid N15 notice (Tenant's Notice to End Tenancy Because of Fear of Sexual or Domestic Violence and Abuse), and the second is with consent of all parties to the tenancy agreement. "All parties in the tenancy agreement" includes the Landlord(s) and all joint tenant(s).
7. In this case, there was no service of an N15 notice. There is not enough evidence in front of me to establish that the Landlord consented to the first named Tenant terminating the joint tenancy. The second named Tenant also did not provide any evidence at the hearing as to whether or not he consented to the first named Tenant terminating her interest in the joint tenancy when she moved out in September 2025. For those reasons, I am not satisfied that all parties agreed to remove her as a Tenant from the lease. Therefore, the first named Tenant is a Tenant under the Act and is properly named in the application.
8. After this determination was made, the parties agreed to the following order on consent. I am satisfied that the parties understood the consequences of their joint submissions. Andre Mongeon indicated he is in a position to consent to this order on behalf of Justyn Mongeon.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before March 31, 2025.
2. The Tenants shall pay to the Landlord \$9,051.00 for rent arrears up to March 31, 2026, which includes the \$186.00 filing fee.
3. The Tenants paid to the Landlord a rent deposit on August 1, 2021, in the amount of \$2,250.00. Interest in the amount of \$224.36 is owed to the Tenants.
4. Therefore, the rent deposit and interest shall be deducted from the amount owing in paragraph 3. Therefore, the total amount the Tenants owe the Landlord is \$6,576.64.
5. If the Tenants do not pay the Landlord the full amount owing as per paragraph 4 of this order 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.
6. 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.
7. 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 13, 2026
Date Issued

Paula West Oreskovich
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.