



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

File Number: LTB-L-088932-25-RV

In the matter of: 23 WESTONA ST
ETOBICOKE ON M9P2X8

Between: Estate of Mariano Massimo De Marco Landlord

And

Marshall Cushman Tenant
Juliet Danso Agmeyang
Camilo Acosta Augusto
Frankie Kwame Mensa
Eliseo Luna
Boniface Muwonge
Sandra Nadine Davies
Pete verify name?
Occupant(s)

Review Order

Estate of Mariano Massimo De Marco (the 'Landlord') applied for an order to terminate the tenancy and evict Marshall Cushman, Juliet Danso Agmeyang, Camilo Acosta Augusto, Frankie Kwame Mensa, Eliseo Luna, Boniface Muwonge, Sandra Nadine Davies, Pete verify name? and Occupant(s) (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-088932-25 issued on January 19, 2026.

On February 12, 2026, the Tenant Boniface Muwonge requested a review of the order and that the order be stayed until the request to review the order is resolved.

On February 13, 2026, interim order LTB-L-088932-25-RV-IN was issued, staying the order issued on January 19, 2026.

The review request was heard by videoconference on March 19, 2026.

The Landlord's Estate Trustee Ilde De Marco and the Tenants Marshall Churchman and Boniface Muwonge attended the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

Review Request

1. Application LTB-L-088932-25 was heard by videoconference on January 12, 2026. The Tenant Boniface Muwonge ('BM') did not attend. The Board terminated the tenancy and ordered the Tenants to pay rent arrears.
2. BM testified that, after the Landlord Mariano Massimo De Marco passed away, there was significant confusion regarding the identity of the new landlord. According to BM, the Tenant Marshall Churchman ('MC') made himself out to be the landlord and attempted to collect rent. Another tenant in the building also made himself out to be the new landlord, stating that he pays the water bills. The Tenant stated that, due to the state of affairs in the house, he does not know who the true landlord is. When BM received the Notice of Hearing for the initial hearing, he did not attend, believing it to be false.
3. MC testified that he is a tenant, renting another room in the house. When the Landlord passed away, his agent Rocco Piccininno ('RP') entered into a new tenancy agreement with MC for the full house, charging \$3,000.00 monthly in rent. MC understood that to mean that he now had possession of the full house, which made the other residents his roommates. MC started to collect rent from the other residents in the house, but BM instructed them to stop paying.
4. The Landlord's Estate Trustee, Ilde De Marco ('IM'), testified that she is the daughter of the late Landlord. She presented a Certificate of Appointment of Estate Trustee. IM explained that the building is a rooming house with various tenants living there at different rents. RP was assigned as a property manager by the Landlord's lawyer after his death. RP entered into a new tenancy agreement for the full house with MC after averaging the known rents for each unit, coming up with a charge of \$3,000.00 monthly. Due to the circumstances of the Landlord's death and ongoing threats from the Tenants, IM did not feel safe attending the house, only communicating with the Tenants in writing or by phone.
5. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708 (ONSC Div. Ct.) though the tenant received proper notice of a hearing, the tenant made a mistake about when the hearing was to be held. A new hearing was ordered. At para. 3, the court said "[b]eing reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less."
6. Given the entirety of the ongoing circumstances in this house, I am not surprised that BM was confused about the identity of the landlord and the Board's proceedings. While it would have been prudent for him to attend the initial hearing anyway, I am still satisfied, on a balance of probabilities, that the Tenant was not reasonably able to participate in the hearing held on January 12, 2026.
7. The Tenant's request to review the order is granted. The Landlord's application was heard *de novo* on March 19, 2026.

L1 Application

8. It was undisputed that each room in the house was rented separately, and that there already were tenants occupying each room when RP and MC entered into their new agreement. Accordingly, I find this new tenancy agreement to be void. A landlord and one tenant out of several cannot enter into a new tenancy agreement to overwrite the existing tenancies in the house without the consent of each existing tenant. Consequently, the Landlord cannot file one joint application against all the Tenants in the building, as they are not joint tenants. Each room has its own separate tenancy which creates a distinct cause of action in the event of non-payment of rent.
9. Moreover, the N4 Notice to End your Tenancy for Non-payment of Rent ('N4 Notice') the Landlord served is against "Marshall Cushman and Occupant(s)", and states that the rent charged is \$3,000.00 per month. MC's name is spelled incorrectly, and the N4 Notice does not identify BM at all. The amount owing is incorrect, as each tenancy in the house has its own monthly rent amount which is less than \$3,000.00. As such, the N4 Notice fails to meet the requirements of section 59 of the *Residential Tenancies Act* (2006) (the 'Act'). Termination of a tenancy cannot be ordered based on a defective notice of termination.
10. Therefore, the Landlord's application must be dismissed.

It is ordered that:

1. The request to review order LTB-L-088932-25 issued on January 19, 2026, is granted. The order is cancelled and replaced with the following.
2. The interim order issued on February 13, 2026, is cancelled.
3. The Landlord's application is dismissed.

March 23, 2026
Date Issued

Kate Sinipostolova
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.