



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

File Number: LTB-L-002121-26

In the matter of: 3, 348 SPRUCE ST
LONDON ON N5W4N7

Between: AVANEW SINGLE FAMILY RENTAL GP INC. Landlord

And

EMMA RODRIGUES Tenant
ALEXANDER COLES

AVANEW SINGLE FAMILY RENTAL GP INC. (the 'Landlord') applied for an order to terminate the tenancy and evict EMMA RODRIGUES and ALEXANDER COLES (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 16, 2026.

The Landlord's legal representative, Angie Gravelle, and one of the Tenants, Emma Rodrigues and a support person for the Tenant, Elizabeth Vandebroek attended the hearing.

As of 2:23pm the Tenant Alexander Coles was not present or represented at the hearing.

Preliminary:

Tenant in possession

1. The attending Tenant Emma Rodrigues (ER) stated that she and her boyfriend Alexander Coles (AC) signed a tenancy agreement commencing on July 1, 2025 for a fixed term of one year ending on June 30, 2026.
2. ER stated that she moved into the rental unit first and obtained two sets of keys from the Landlord with the expectation that AC would be moving in a short time later.
3. ER stated that after approximately two weeks, AC informed ER he would not be moving in and their relationship was over.

4. ER stated that she informed the Landlord of the change in circumstance and she indicated she wished to terminate the tenancy however the Landlord informed ER of her obligation as per the tenancy agreement.
5. ER stated she stayed in the rental unit and attempted to pay rent using her savings however the lawful rent was too high for her to carry on her own.
6. After several more attempts to request to terminate the tenancy ER eventually vacated the rental unit removing all her items on March 4, 2026.
7. The Landlord's legal representative requested to leave AC on the order and stated that although he didn't actually move into the rental unit, for all intents and purposes he was a Tenant on the tenancy agreement.

Analysis

8. The *Residential Tenancies Act*, 2006 (the "Act") defines Tenant as, *"tenant" includes a person who pays rent in return for the right to occupy a rental unit and includes the tenant's heirs, assigns and personal representatives..."*
9. In a joint tenancy such as is the case before me both Tenants are jointly and severally liable for the rent.
10. ER stated that she moved in first and collected two sets of keys from the Landlord, one set for her and the other for AC as the intention was for AC to move in shortly after the commencement of the tenancy. ER stated that she was unaware up until approximately two weeks after taking possession of the rental unit that AC did not intend to move into the rental unit.
11. Section 202 of the Act states:

Findings of Board

202 (1) In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

(a) may disregard the outward form of a transaction or the separate corporate existence of participants; and

(b) may have regard to the pattern of activities relating to the residential complex or the rental unit. 2006, c. 17, s. 202.

12. I find it reasonable in the circumstances before me to leave AC on the application and on the order.
13. Although AC did not physically move into the rental unit, I am satisfied that based on the pattern of activities related to the rental unit, and given he had signed the tenancy

agreement that AC meets the definition of “tenant” and is a properly named Tenant on the application.

14. Therefore, with the totality of the evidence and submissions before me and on a balance of probabilities I find it reasonable to leave Alexander Cole as a named Tenant on the application and this order.

Determinations:

15. 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.
16. The Tenant was in possession of the rental unit on the date the application was filed.
17. The Tenant vacated the rental unit on March 4, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit.
18. The position of the Landlord is they accept the termination date of March 4, 2026.
19. The lawful rent is \$1,690.00. It was due on the 1st day of each month.
20. The Tenant has not made any payments since the application was filed.
21. The rent arrears owing to March 4, 2026 are \$6,982.24.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
23. The Landlord collected a rent deposit of \$1,690.00 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 terminated.
24. Interest on the rent deposit, in the amount of \$24.02 is owing to the Tenant for the period from July 1, 2025 to March 4, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 4, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$5,454.22. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

3. If the Tenant does not pay the Landlord the full amount owing on or before April 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 11, 2026 at 4.00% annually on the balance outstanding.

March 30, 2026
Date Issued

Greg Brocanier
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$6,982.24
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,690.00
Less the amount of the interest on the last month's rent deposit	- \$24.02
Total amount owing to the Landlord	\$5,454.22