



Order under Section 69 Residential Tenancies Act, 2006

Citation: Martin Inc. v Moxam, 2026 ONLTB 22572

Date: 2026-03-26

File Number: LTB-L-000728-26

In the matter of: A, 185 TALBOT ST
COURTLAND ON N0J1E0

Between: Martin Inc. Landlord

And

Victoria Moxam Tenants
Jordan Hill

Martin Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Victoria Moxam and Jordan Hill (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 11, 2026.

The Landlord's Representative, Brad Martin, and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,600.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$85.48. This amount is calculated as follows: \$2,600.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$10,400.00.
7. The Tenant, Victoria Moxam (VM), provided the Board with documents related to her bankruptcy filing dated January 13, 2026. Pursuant to section 69.3 of the *Bankruptcy and*

Insolvency Act (the 'BIA'), this resulted in an automatic stay of proceedings against VM up to January 13, 2026.

8. However, this is a joint tenancy and there is a second Tenant, Jordan Hill (JH), who has not filed bankruptcy. Since this is a joint tenancy, each tenant is jointly and severally (individually) liable for the payment of the entire rent for the rental unit.
9. The BIA does not prevent a landlord from recovering rent or other amounts owed jointly by a bankrupt tenant and a non-bankrupt tenant from the non-bankrupt tenant (see BIA, s. 179) and the LTB can determine as against a non-bankrupt joint tenant an application in which the landlord has asked for only monetary compensation without violating section 69.3 of the BIA. In my view, the same rationale applies where a landlord seeks monetary amounts against a non-bankrupt joint tenant as applies where the LTB is asked to make an order requiring a bankrupt tenant to pay amounts that became owed after the bankruptcy started: see *Global Royalties Limited v David Brook*, 2015 ONSC 6277 (CanLII) and *McDougall v. Litron Distributors Ltd.*, 2019 HRT0 1179 (CanLII). The LTB proceeding to determine an application against a non-bankrupt joint tenant where section 84.2 of the BIA does not apply is consistent with the obligation in s.183 to adopt the most expeditious method of determining applications under the Act.
10. JH did not declare bankruptcy and therefore his obligation to pay rent was not stayed by the BIA. As a joint tenant, he is liable for the entire amount of arrears owing to the date of the bankruptcy. This is similar to the case of *Edward v. Niagara Neighbourhood Housing Co-Operative Inc.*, 2006 CanLII 16485 ("Edward"), where one tenant (spouse) declared bankruptcy and the other was ordered to pay the full arrears owing pre-and post- filing.
11. As such, an order for rent arrears owing to March 31, 2026, shall be made against JH.
12. Based on the evidence before me, and the evidence of VM's bankruptcy, I cannot order eviction, but I find it appropriate to amend the Landlord's L1 application to an L9 application for arrears only, against Tenant JH.
13. The Landlord may file a new L1 application if the Tenants continue to not pay rent going forward after March 31, 2026.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. Tenant, Jordan Hill, shall pay the Landlord \$10,586.00. This amount includes arrears owing up to March 31, 2026, and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026, at 4.00% annually on the balance outstanding.

March 26, 2026
Date Issued

Sheena Brar
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.