



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

File Number: LTB-L-008404-26

In the matter of: 1690 MAJOR OAKS RD
PICKERING ON L1X1X1

Between: SAIFUL ALAM MURTAZA Landlord
SAHELI SAIFUL

And

ANTOINETTE BOYNE-STEVENSON Tenant
MARK STEVENSON
GAIL STEVENSON

SAIFUL ALAM MURTAZA and SAHELI SAIFUL (the 'Landlord') applied for an order to terminate the tenancy and evict ANTOINETTE BOYNE-STEVENSON, MARK STEVENSON and GAIL STEVENSON (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 2, 2026.

The Landlord and the Tenant, Antoinette Boyne-Stevens, attended the hearing.

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

1. 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.
2. As of the hearing date, the Tenant MS, was still in possession of the rental unit. Tenant ABS vacated the rental unit on June 15, 2025.
3. The lawful rent is \$4,200.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$138.08. This amount is calculated as follows: \$4,200.00 x 12, divided by 365 days.

5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 14, 2026 are \$44,200.00.
7. The Tenant ABS argued that she ought to only be responsible for arrears owing up to date she vacated the rental unit (June 15, 2025). For the reasons that follow, I find that the Tenants are jointly and severally liable for all rent arrears owing.
8. It is undisputed that ABS vacated the rental unit on September 1, 2023, and MS remained in the unit.
9. As noted in Board Interpretation Guideline 21, where two or more persons are tenants of a rental unit, it is important to consider the nature of their relationship with the landlord to determine if the tenants are joint tenants, tenants in common, or, as in the case of a rooming house, they have separate and distinct tenancy agreements with the landlord and live separately from one another. In a joint tenancy, there is a single tenancy agreement, and the tenants are jointly and severally (individually) liable for the payment of the entire rent for the rental unit.
10. Here, there is no dispute that both MS and ABS signed the tenancy agreement. Both are identified as tenants. Accordingly, this is a joint tenancy in which the Tenants are jointly and severally liable for all rent arrears owing under the tenancy.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$3,900.00 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.
13. Interest on the rent deposit, in the amount of \$377.45 is owing to the Tenant for the period from October 15, 2021 to April 2, 2026.

Relief from eviction

14. It was the evidence of ABS that MS remains in the rental unit. As MS did not attend the hearing there were no other circumstances presented for relief of eviction. No evidence was presented with respect to MS's circumstances to be considered under section 83 of the Act.
15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:

- \$44,386.00 if the payment is made on or before April 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$48,586.00 if the payment is made on or before April 20, 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 April 20, 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 April 20, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$38,532.07. 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 \$138.08 per day for the use of the unit starting April 3, 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 April 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 21, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 20, 2026, then starting April 21, 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 April 21, 2026.

April 9, 2026
Date Issued

Teresa Hunt
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 21, 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 April 14, 2026

Rent Owing To April 14, 2026	\$44,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$44,386.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 20, 2026

Rent Owing To May 14, 2026	\$48,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$48,586.00

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

Rent Owing To Hearing Date	\$42,623.52
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,900.00
Less the amount of the interest on the last month's rent deposit	- \$377.45
Total amount owing to the Landlord	\$38,532.07
Plus daily compensation owing for each day of occupation starting April 3, 2026	\$138.08 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	