



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-011135-26

In the matter of: 118, 375 SOUTH ST
LONDON ON N6B0A5

Between: MEDALLION CORPORATION

Landlord

And

Kimberly Anne Burnett;
Jesse Winstanle;
Holly Winstanley

Tenant

MEDALLION CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict Kimberly Anne Burnett, Jesse Winstanle; and Holly Winstanley (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 24, 2026.

The Landlord's Legal Representative, Lindsay Faria and the Tenant, Kimberly Anne Burnett attended the hearing.

Preliminary Issues

Adjournment

1. The Tenant requested an adjournment for more time to come up with a payment plan, as there has been a delay in her receiving social assistance, and she is currently applying for funds to go back to school.
2. The Tenant does not dispute the arrears, and I am not satisfied to adjourn the matter as the Tenant's request to adjourn was in relation to section 83 submissions, so I proceeded on the merits of the hearing.

Joint Tenancy

3. The Tenant testified that the other 2 tenants have vacated the rental unit sometime in December 2025, and it was just her residing in the unit.

4. The Landlord's Legal Representative sought an order against all tenants within the rental unit as the lease began on December 1, 2025, and was in effect until November 30, 2026, and this is a joint tenancy.
5. In a joint tenancy, all the tenants share a single, undivided interest in the tenancy. At common law, the classic example of a joint tenancy is a property owned by two spouses. The spouses do not typically own percentages of the property, rather they share ownership of the entire property.
6. In the context of the RTA, a joint tenancy is one where the co-tenants do not have separate shares of the rent. They are jointly and severally liable to the landlord for the entire rent, meaning that if the rent is not paid, the landlord may pursue any of them for the full amount. The Board has consistently held joint tenants to be jointly and severally liable for the whole rent, because the tenants share an interest in the entire tenancy rather than holding partial shares of it.
7. Where a joint tenancy is terminated under the RTA, it is terminated for all the tenants. This is because the tenancy is a single undivided interest. Except for the special circumstance noted in sections 47.1- 47.4, there is no provision in the RTA for the termination of only part of a joint tenancy.
8. Based on my review of the facts and evidence before me, I conclude that this is a joint tenancy as such I will not proceed to review of tenancies in common. In the context of the current case, this means that if a landlord obtains an order for arrears of rent because one of the joint tenant's contravened the RTA, that is, they did not pay the rent owed as per the lease agreement, the liability arising from the order will be shared amongst all the joint tenants.

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 was still in possession of the rental unit.
3. The lawful rent is \$2,025.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$66.58. This amount is calculated as follows: \$2,025.00 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 March 31, 2026, are \$6,063.58, which is not disputed.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$2,025.00 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.
9. Interest on the rent deposit, in the amount of \$13.28 is owing to the Tenant for the period from December 1, 2025 to March 24, 2026.
10. The parties consented to a delayed termination date of April 24, 2026, to allow the Tenant more time to satisfy the arrears or to vacate the rental unit.

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:**
 - \$8,274.58 if the payment is made on or before April 24, 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 24, 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 24, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,784.22. 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 \$66.58 per day for the use of the unit starting March 25, 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 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 25, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 24, 2026, then starting April 25, 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 25, 2026.

April 15, 2026
Date Issued

Samantha Greaves
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 25, 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 24, 2026

Rent Owing To April 30, 2026	\$8,088.58
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,274.58

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

Rent Owing To Hearing Date	\$5,636.50
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,025.00
Less the amount of the interest on the last month's rent deposit	- \$13.28
Total amount owing to the Landlord	\$3,784.22
Plus daily compensation owing for each day of occupation starting March 25, 2026	\$66.58 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	