



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

File Number: LTB-L-057951-24

In the matter of: 839 HENSLOW'S CIR
ORLEANS ON K4A5H7

Between: Kayla Elazar Landlords
Rabih Elazar

And

Melissa Dagenais Tenants
Jonathan Antoine

KAYLA ELAZAR and RABIH ELAZAR (the 'Landlord') applied for an order to terminate the tenancy and evict MELISSA DAGENAIS and JONATHAN ANTOINE (the 'Tenants') because the Tenants did not pay the rent that they owe (L1 Application) and were persistently late in paying the rent (L2 Application).

This application was heard by videoconference on April 9, 2026. The Landlord's Legal Representative, A. McMaster, and the Tenant, Melissa Dagenais attended the hearing.

Preliminary Issues:

The Tenant stated that the other Tenant, Jonathan Antoine, had a restraining order issued against him in February 2023, and was no longer in the rental unit. The Tenant opposed the Landlord's service of a Notice of Rent Increase (Unit Partially Exempt) (N2) on the sole basis that it was served on Jonathan Antoine who did not reside in the unit. The Tenant claimed that she was unaware of the notice until April 2, 2026, when she received the Landlord's disclosure.

The Landlord provided a picture taken of Jonathan Antoine as he was served the N2 while standing in front of the garage of the rental unit on December 12, 2024. The Tenant claimed Jonathan Antoine was there simply to remove his belongings from the unit, and he did not give the notice to her.

While I find it difficult to accept the Tenant's testimony that Jonathan Antoine who was bound by a restraining order in February 2023, chose to remove his belongings almost two years later on December 12, 2024, the tenancy is joint and several. This means both Tenants are jointly and severally responsible for the terms of the agreement, and that includes the responsibility to pay the monthly rent. Whether Jonathan Antoine continued to reside in the rental unit or not, his obligation

to pay the rent continued until the tenancy ended on December 16, 2025. Hence, the N2 notice was validly served on the Tenants.

At the hearing, the Landlord sought to withdraw the L2 application, and I granted the request.

Determinations:

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).
2. The Tenants were in possession of the rental unit on the date the application was filed. The Tenants vacated the rental unit on December 16, 2025. Rent arrears are calculated up to the date the Tenants vacated the unit
3. The lawful rent was \$3,700.00, starting March 16, 2025.
4. The Tenants have paid \$37,700.00 to the Landlords since the application was filed.
5. The rent arrears owing to December 16, 2025, are \$26,171.64.
6. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
7. The Landlords collected a rent deposit of \$2,900.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit is applied to the arrears of rent because the tenancy terminated.
8. Interest on the rent deposit, in the amount of \$288.85 is owing to the Tenants for the period from June 16, 2021, to December 16, 2025.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated as of December 16, 2025, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlords \$23,168.79. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlords owe on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlords the full amount owing on or before May 20, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 21, 2026, at 4.00% annually on the balance outstanding.
4. The L2 application is dismissed.

April 20, 2026
Date Issued

Jitewa Edu
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 Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$63,871.64
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$37,700.00
Less the amount of the last month's rent deposit	- \$2,900.00
Less the amount of the interest on the last month's rent deposit	- \$288.85
Total amount owing to the Landlords	\$23,168.79