



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-082526-25

In the matter of: 07 FRANKLIN ST
FALCONBRIDGE ON P0M1S0

Between: Hardeep Tiwana Landlord

And

Paul Jason St. Jean Tenant
Tracy Ann Mccoleman
Jessica Quenneville

Hardeep Tiwana (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Jason St. Jean, Tracy Ann Mccoleman and Jessica Quenneville (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 19, 2026.

The Landlord, the Landlord's Legal Representative, Purva Singh and the Tenant, Tracy Ann Mccoleman attended the hearing.

Determinations:

Preliminary Issue – Validity of the N4 Notice of Termination

1. The Landlord served the Tenant with an N4 Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Landlord incorrectly set out the amount of rent owing for the periods of January 1, 2024 to August 31, 2025. The Landlord's N4 Notice claims the Tenant has failed to pay the rent for 20 months but claims an amount of rent equal to 21 months worth of rent.
2. Section 59(2) of the *Residential Tenancies Act, 2006* (the 'Act') states:

The notice of termination shall set out the amount of rent due and shall specify that the tenant may avoid the termination of the tenancy by paying, on or before the termination date specified in the notice, the rent due as set out in the notice and any additional rent that has become due under the tenancy agreement as at the date of payment by the tenant.

3. As the Landlord has failed to meet a statutory requirement of the Act by correctly setting out the amount of rent due, I find that the N4 Notice is defective and a tenancy may not be terminated in accordance with a defective notice. The Landlord was given the option to withdraw the application to seek termination of the tenancy if the Tenant does not pay the rent owing or to proceed with the application for arrears of rent only. The Landlord elected to proceed with the application for arrears of rent only. I was satisfied that the Landlord understood the consequences of this decision and consented to the Landlord's request.

Preliminary Issue – Did Tracy Ann Mccoleman Terminate Her Interest in Joint Tenancy?

4. The Tenant, Tracy Ann Mccoleman ('TM') sought an order determining that she had terminated her interest in the joint tenancy between the periods of November 30, 2025 to August 1, 2025.
5. The Landlord entered into a lease agreement with Tracy Ann Mccoleman and Paul Jason St. Jean on or about November 20, 2023.
6. TM testified that she provided the Landlord notice of her intent to terminate her interest in her joint tenancy with her intimate partner and joint tenant, Paul Jason St. Jean ('PS') due to domestic violence or abuse. TM testified that she informed her landlord at the end of November 2024, that she was vacating the rental unit as of November 30, 2024.
7. TM testified that PS and the Landlord agreed to add Jessica Quenneville ('JQ') as a Tenant some time in April 2025 at which point, PS vacated the rental unit. TM testified that while JQ never fully moved into the unit due to the arrears outstanding at the time she paid half a month's rent for May 2025.
8. Pursuant to section 47.2(1) of the Act, a joint tenant may terminate their own interest in a tenancy by giving notice of termination to the landlord if the tenant is deemed under subsection 47.3(1) to have experienced violence or another form of abuse. Here the Tenant failed to meet that statutory requirement. As per TM's own testimony, she did not provide an N15 notice and gave the Landlord "a couple days' notice" towards the end of November 2024 that she would be moving out November 30, 2024.
9. Pursuant to section 47.2(3) such notice must be given to the Landlord at least 28 days before the date of termination specified in the notice. Here, the Tenant did not provide 28 days notice even by her own testimony. Further, there was no supporting evidence of the Tenant's communication with the Landlord to terminate her tenancy as I would have expected. The Landlord denies that TM ever informed the Landlord that she intended to terminate her interest in the tenancy.
10. While TM testified she severed her interest in the tenancy by moving out of the rental unit, I was not satisfied that the Tenant can sever a joint tenancy simply by vacating the rental unit. Rather, what TM is arguing is that she was not in possession of the rental unit.
11. Section 87 of the Act states:

87 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay arrears of rent if,

(a) the tenant or former tenant did not pay rent lawfully required under the tenancy agreement; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 18 (1) of Schedule 4 to the Protecting Tenants and Strengthening Community Housing Act, 2020 comes into force.

12. The Ontario Court of Appeal in *1162994 Ontario Inc. v. Bakker* 2004 CanLII 59995 (C.A.) considered the phrase “in possession” and found that possession of the rental unit involves some control over that unit. It is demonstrated by factors such as access to, use of, or occupation of the unit.
13. The Tenant did not give a notice under section 47.2 of the Act and while she may have moved out of the rental unit between November 2024 and August 2025, the Tenant retained possession of the rental unit. The Tenant’s possessions remained in the rental unit and the Tenant was never denied access to or use of the rental unit but simply chose not to return for a brief period. The Tenant currently resides in the rental unit currently and her tenancy has never terminated.
14. Further, I do not find TM’s testimony to be credible. TM’s testimony with regards to not living in the unit was inconsistent. While the Tenant testified she did not reside in the rental unit during the same period as JQ, she was able to identify that JQ had never fully moved into the rental unit, that JQ had paid half the rent for May 2025 and that JS ceased to reside in the rental unit since approximately April 2025. The Tenant did not provide plausible explanation for how she had such knowledge of the events surrounding the tenancy for the period she was allegedly not residing in the rental unit. I find it more likely on a balance of probabilities that TM has never terminated her interest in the tenancy and has remained in possession of the rental unit.
15. Given all the above, I find that TM remains in possession of the rental unit and has been in possession of the rental unit for all relevant periods contained within this application, within the meaning of the Act. As such TM’s request to be removed from this application is denied.

L1 Application – Non-payment of Rent

16. As of the hearing date, the Tenant was still in possession of the rental unit.
17. The lawful rent is \$3,000.00. It is due on the 1st day of each month.
18. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
19. The Tenant has not made any payments since the application was filed.
20. The rent arrears owing to January 31, 2026 are \$51,595.00.
21. The rent arrears owing to the Landlord are more than the LTB's monetary jurisdiction. Under subsection 207(1) of the Residential Tenancies Act, 2006 (the ‘Act’) the LTB may

order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes any rights the Landlord may have to claim the full amount owing at the LTB or a court. The Landlord was made aware of the LTB's monetary jurisdiction and chose to proceed with this application.

22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

23. There is no last month's rent deposit.

24. The Tenant is being ordered to pay \$50,000.00 for rent arrears, and daily compensation, plus the Landlord's cost of filing the application.

It is ordered that:

1. The Tenant shall pay to the Landlord \$50,186.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The amount the Tenant is ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 11, 2026 at 4.00% annually on the balance outstanding.

April 29, 2026
Date Issued

Christopher Lin
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.