



Order under Subsection 87(1) Residential Tenancies Act, 2006

Citation: Seguin v Williams, 2026 ONLTB 34000

Date: 2026-04-28

File Number: LTB-L-098794-25

In the matter of: Unit C, 7089 MARCO ST
GREELY ON K4P1C2

Between: Denise Seguin Landlord

And

Diana Williams Tenants
Samantha Ross

Denise Seguin (the 'Landlord') applied for an order requiring Diana Williams and Samantha Ross (the 'Tenants') to pay the rent that the Tenants owe.

This application was heard by videoconference on March 24, 2026 at 2:15 p.m.

The Landlord Denise Seguin the Landlord's unlicensed representative Frank Urban and the Tenants Diana Williams and Samantha Ross attended the hearing.

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.

Preliminary Issue:

Standing of Mr. Urban

1. At the start of the hearing, I raised a preliminary issue in regard to the Mr. Urban appearing before the Board with the intent to represent the Landlord as an unlicensed representative.
2. The Practice Direction on Representation before the Landlord and Tenant Board states the following:

A person who is not licensed by the Law Society of Ontario ("LSO") as a lawyer or paralegal may not represent a party at an LTB proceeding unless that person falls within the specific licensing exemptions established by the LSO.

The current exemptions permit the following unlicensed persons, among others, to act as a representative:

- a friend or neighbour who is not in the business of providing legal services, who does not receive any compensation for the representation, and who provides legal services in no more than 3 matters in a year;
 - a family member who is not in the business of providing legal services and who does not receive any compensation for the representation;
 - students, volunteers and employees of legal clinics funded through Legal Aid Ontario; and
 - an employee who is employed by a single employer and only provides legal services for and on behalf of the employer.
3. Mr. Urban was provided with the opportunity to provide evidence as to his standing in the hearing. Mr. Urban testified he was asked as a favor by the Landlord and that he was not being compensated and does not provide legal services. The Landlord also testified that Mr. Urban was here at the Landlord's request.
4. I find Mr. Urban both had instructions from the Landlord to act as their representative and met one of the aforementioned exemptions; therefore, he was permitted to continue in the hearing as an unlicensed representative.

Determinations:

5. The Tenant was in possession of the rental unit on the date the application was filed.
6. The Landlord amended their application to an L9 application solely for arrears of rent and the filing fee. The Landlord was seeking the arrears outstanding to March 15, 2026.
7. The Tenants did not pay the total rent they were required to pay for the period from October 1, 2025 to March 15, 2026.
8. The lawful rent is \$1,786.75, increased from \$1,750.00 on December 1, 2025. It is due on the 1st day of each month.
9. The Tenant has not made any payments since the application was filed.

Termination date

10. The Tenant, D. Williams ('DW') testified that on September 30, 2025, she provided the Landlord with a written notice to end the tenancy and move out of the rental unit on November 30, 2025, and that the Tenant vacated the rental unit on November 22, 2025. The Tenant's family, including the Tenant Samantha Ross remained in the rental unit.
11. The Landlord's representative denied the Landlord received notice to terminate the tenancy for November 30, 2025; while the Tenant may have alleged they moved out of the

unit, no written or formal notice was provided. Further, the Landlord questioned whether DW even moved out as the Landlord testified they regularly saw DW at the rental unit, including spending nights at the rental unit. Entered into evidence was a signed copy of the tenancy agreement dated December 17, 2024 with both named Tenants on the lease.

12. Based on the evidence before me, on the issue of whether the tenancy was terminated in November 2025, I am not satisfied that the Tenants provided a valid notice of termination under section 44 of the *Residential Tenancies Act (2006)* ('the Act'). The Tenant did not provide any documentary evidence to support their testimony, so I do not accept that the statutory requirements were met.
13. In any event, this is a joint tenancy. Even if I were to accept that one Tenant intended to move out, the evidence is that another Tenant remained in possession of the rental unit. A joint tenancy cannot be unilaterally terminated by one Tenant where others remain in possession. Accordingly, I find that the tenancy was not terminated and continued beyond November 2025.
14. Therefore, I find that the tenancy ended on March 15, 2026 as a result of the Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Tenant's obligation to pay rent also ended on that date.
15. The rent arrears and daily compensation owing to are \$9,176.42.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$1,750.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy is terminated.
18. Interest on the rent deposit, in the amount of \$43.75 is owing to the Tenant for the period from December 1, 2024 to March 15, 2026.

It is ordered that:

1. The Tenants shall pay to the Landlord \$7,568.67. This amount includes rent arrears owing up to and the cost of the application minus the rent abatement or rebate/ minus the rent deposit and interest owing.
2. If the Tenants do not pay the Landlord the full amount owing on or before May 9, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 10, 2026 at 4.00% annually on the balance outstanding.

April 28, 2026
Date Issued

Greg Witt
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.