



Order under Section 69 Residential Tenancies Act, 2006

Citation: Queen and Brock Holdings Inc. c/o Triovest Realty Advisors Inc. v Baker, 2026 ONLTB 37356

Date: 2026-05-08

File Number: LTB-L-013489-25

In the matter of: 14 BROCK AVE
TORONTO ON M6K2K7

Between: Queen and Brock Holdings Inc. c/o Triovest Landlord
Realty Advisors Inc.

And

Jamie Jamieson Tenants
Francisco Gabor Cendana

Queen and Brock Holdings Inc. c/o Triovest Realty Advisors Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict, Jamie Jamieson, Francisco Gabor Cendana, (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord's Agent, Sri Vidya Desai, the Landlord's Legal Representative Eric Steiman and the tenants named in the Landlord's application attended the hearing. The Tenants Jamie Jamieson and Francisco Gabor Cendana, requested to speak to Tenant Duty Counsel prior to the start of this proceeding, however Duty Counsel was not available.

The application as originally filed by the Landlord named the following Tenants/Respondents:

William Baker, Jamie Jamieson, Zachary Donsky, Francisco Gabor Cendana, Maziel a.k.a Maiziel Serrao, and Shubhi Sharma.

All the named original tenants attended the proceeding on May 27, 2025 which was adjourned for overflow, however the Interim Order of Member Audziss amended the application by removing the Tenants, William Baker, Zachary Donsky, Maziel a.k.a Maiziel Serrao, and Shubhi Sharma as it was agreed by all parties that these individuals vacated on or before November 30, 2024, and given the Landlord's L1 application relates to a period after November 30, 2024, the request was granted by Member Audziss.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$5,200.59. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$170.98. This amount is calculated as follows: $\$5,200.59 \times 12$, divided by 365 days.
5. The Tenants had paid \$7,068.40 to the Landlord since the application was filed as of the date of this proceeding.
6. The rent arrears owing to January 31, 2026, are \$60,412.43.
7. 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.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. The Tenants testified that the aforementioned original tenants vacated on or about November 30, 2024, and allege the Landlord agreed to provide a new lease, with the remaining Tenants in this herein application and did not, which was disputed by the Landlord's Legal Representative. Moreover, no documentary evidence was submitted by the Tenants pursuant to Rule 19 or the disclosure deadline for the Tenants as outlined in the Interim Order of the Board dated May 30, 2025, to substantiate their claim that a new tenancy agreement was entered into with the Landlord with the Tenants.
11. The Tenants began to accrue rental arrears with the Landlord after January 1, 2025.
12. The Tenants testified that they continued to pay their share of the lawful rent, which was alleged to be \$845.00 for Jamie Jamieson, and \$883.55 for Francisco Gabor Cendana, and did not pay the remaining lawful rent as the other tenants had vacated.
13. The Interim Order dated May 30, 2025, ordered the Tenants to pay their alleged share of the lawful rent until this matter was resolved or the LTB ordered otherwise. Only the Tenant, Francisco Gabor Cendana, complied with the Interim Order, thus Jamie Jamieson was not permitted to introduce documentary evidence that he alleged he had in his possession as he did not comply with the requirement to pay his alleged share of ongoing rent, and further neither Tenant served the Landlord nor filed with the Board any

documentary evidence as per the deadlines for disclosure as outlined in said Interim Order.

14. In the above circumstances I am not satisfied the Tenants could not have complied with the Interim Order dated May 30, 2025, in regard to disclosure, as not only did the Tenants not comply with the abovementioned Interim Order, but they further did also not attempt to serve or file and disclosure to the Landlord pursuant to Rule 19. Mr. Jamieson alleged he had disclosure he wished to introduce as of the date of the proceeding.
15. As a result, the Tenants were not permitted to raise any issues under s. 82 of the Act and may not rely on materials they alleged they had in their possession as of the date of this proceeding. The Tenants remain free to seek legal advice and/or pursue any timely issues that may form the subject of a tenants' application under the Act.
16. The Landlord's Legal Representative submitted the lawful rent was and is \$5,200.59 per month for this tenancy, regardless how many tenants were originally on the tenancy agreement. The two Tenants in this matter made a conscious decision to remain in the rental unit, when they are jointly and severally liable for the lawful rent. It was further submitted that it is irrelevant how the Tenants shared the lawful rent during the tenancy.
17. The Tenants further testified upon questioning from the Landlord's Legal Representative, that there was one rental agreement, for a joint tenancy, and thereafter the Landlord had allegedly agreed to new terms, when the other named tenants in the Landlord's application vacated on or about November 30, 2024. The Tenants did not introduce any documentary evidence to substantiate this claim.
18. The Tenants testified that after the other tenants vacated the rental unit, they both wished to keep living in the rental unit, but it was impossible to find roommates and given their personal and financial circumstances both Tenants remained in the rental unit accruing rental arrears thereafter and continuing as of the date of this proceeding.
19. The Tenants testified they should only be responsible for their share of the rental arrears claimed by the Landlord [\$1,728.55 (\$883.55 and \$845.00)], as it was not reasonable they should have to cover the whole amount of monthly rent, when they could not find any roommates to replace the tenants that had vacated, and they were promised a new tenancy agreement from the Landlord.
20. It was not disputed that the other tenants, originally in the tenancy agreement, no longer resided at the rental unit. Nonetheless, the Landlord's Legal Representative submitted the Tenants remaining are jointly and several liable for all outstanding rent, meaning each Tenant is liable for the entirety of the arrears no matter what individual arrangements they may have between themselves. Further, the Landlord's Legal Representative submitted that as this was a joint tenancy, the fact that four of the tenants no longer lived at the rental unit was not relevant with respect to arrears owed by the Tenants.

21. It was not disputed that the Tenants entered the rental agreement as joint and several Tenants, with the tenants that had vacated, meaning they were each individually liable for the entirety of the monthly rent.
22. However, the Tenants submitted the facts, and in particular the conduct of the parties surrounding payment of rent, supported the finding the tenancy at some point changed from a joint and several tenancy to a tenancy in common as they were paying their share of the rent to Landlord prior to other 4 original tenants vacating the rental unit on or about November 30, 2024, and at least one of the Tenants continued to do so thereafter.
23. The difference between a joint tenancy and a tenancy in common was discussed in *Properties v. Northmore*, 2018 CanLII 153456 (ON LTB). There a mother and daughter signed a one-year lease and lived together in a rental unit. At the end of the year, the mother moved out and the mother and daughter agreed between themselves to terminate the mother's interest in the tenancy. The Landlord did not agree. The issue before the LTB was, in part, who was a tenant.
24. At para. 40 of *Northmore*, the Member described an important feature of a tenancy in common in the RTA context as:

... the tenants pay separate rents, and are liable only for their own rents. For example, rather than a joint rent of \$1,000.00, two tenants in common might have rents of \$600.00 and \$400.00 respectively. This is consistent with each tenant holding a defined percentage of the tenancy.
25. The Member in *Northmore* also discussed the implications of a joint tenancy including, at para. 36;

... a joint tenant who moves out of a unit may, arguably, remain a party to the tenancy for as long as the tenancy continues. The vacating tenant could be found liable for the remaining tenant's contraventions of the lease, including any rent arrears, potentially years after they have left. ...
26. This unfortunately appears to be the situation in which the Tenants have found themselves in. The Landlord's Legal Representative submitted that the Tenants that remained in the rental unit had not paid and are in rental arrears. What I must determine is whether, having started as a joint and several tenancy, the tenancy was converted to a tenancy in common for the arrears in dispute.
27. The Landlord's Legal Representative submitted that any arrangements between the Tenants was not the Landlord's concern as what he was interested in was full payment of rental arrears.
28. The Landlord's Legal Representative further submitted the Landlord never signed another or separate lease with the Tenants and did not sign any written amendment nor did the Landlord agree to new terms, other than allowing the Tenants to continue to reside in the rental unit on a month-to-month basis.

29. The Tenants also admitted no new lease was signed between themselves and the Landlord, but only one was promised.
30. I do not find the Landlord seeking rent from the Tenants and not the previous tenants who vacated the rental unit means that the Landlord agreed to treat this as a tenancy in common or that they agreed that the Tenants were no longer liable for the entirety of the rent. The Landlord's evidence was clear the Landlord did not agree to convert the tenancy to a tenancy in common at no point of the tenancy.
31. There is no obvious way for one tenant to terminate their interest in a joint tenancy. In the context of the RTA, a more important feature of a joint tenancy is that 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. I am not aware of any common-law decisions that consider this aspect of joint tenancies, since the common law typically deals with property owners who do not pay rent. However, 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.
32. With the exception of specific situations of violence and/or another form of abuse addressed under s. 47.1 of the Act, the Act does not permit one joint tenant to sever their interest in an ongoing joint tenancy. There must be agreement by all parties, which was absent here.
33. In the above circumstances, I am not satisfied the parties agreed to convert the tenancy to a tenancy in common from joint and several tenancy when the 4 other tenants vacated the rental unit or at any time prior to that.
34. In the present case, the Landlord is a party to the tenancy agreement and has not agreed to amend the agreement. Among other terms, it would be contrary to the principles of contract law if the Tenants could unilaterally amend the agreement. Furthermore, without consent between the parties, there would be no way of determining how the rent should be divided if the tenancy were in fact severed.
35. I have considered all the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
36. The Landlord's Legal Representative submitted that the Landlord had attempted to work out a payment plan to no avail, since the application was filed. Moreover, based on the Tenants' evidence, I am not satisfied that a payment plan would be appropriate because the tenancy does not appear to be viable given the Tenants' current life circumstances, health issues, employment status, income sources and monthly expenses. The Tenants would not be able to cover the monthly rent, their expenses, let alone the arrears.

37. The Tenants further requested an extended eviction of at least 30 to 60 days, which would allow the Tenants time to secure alternative housing. However, given the passage of time that exceeds the Tenants request, since the date of this proceeding this would be further prejudicial to the Landlord.
38. The Landlords' Legal Representative submitted that given the exorbitant nature of the arrears and the financial prejudice to the Landlord, having struggle to meet the financial obligations of the rental unit, the Landlord is seeking a standard eviction order, as the Landlord does not anticipate monetary recovery of monies from the Tenants given their financial circumstances.
39. With respect to the Tenants' request for an extended eviction, I find the Tenant's inability to pay rent would result in further prejudice to the Landlord and given the substantial amount of arrears, I do not find it appropriate to grant relief from eviction. As a result, I have terminated the tenancy on the terms set out below.
40. This order contains all the reasons for decisions within it. No further reasons shall be issued.
41. The Tenants are being ordered to pay \$50,000.00 for rent arrears, and daily compensation, plus the Landlord's cost of filing the application, if the Tenants do not void the order. However, if the Tenants choose to void this order and continue the tenancy, they must pay the full amount of arrears and costs owing to the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$81,400.79 if the payment is made on or before May 19, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after May 19, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before May 19, 2026.**
5. If the Tenants do not void the order, the Tenants 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 Tenants are ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction. See Schedule 1 for the calculation of the amount owing.

6. If the Tenants do not pay the Landlord the full amount owing on or before May 19, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 20, 2026, at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before May 19, 2026, then starting May 20, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 May 20, 2026.

May 8, 2026
Date Issued

Panagiotis P. Roupas
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 December 1, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$88,283.19
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$7,068.40
Total the Tenants must pay to continue the tenancy	\$81,400.79

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

Rent Owing To Hearing Date	\$65,528.86
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$7,068.40
Total amount owing to the Landlord (limited by monetary jurisdiction)	\$50,186.00