



AMENDED ORDER
Order under Section 69
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedure Act

File Number: LTB-L-011589-26-AM

In the matter of: Upper Level, 27 HEGGIE RD
Brampton ON L6V2K2

Between: Samjhana Karki Landlord

And

Tenants

Ashish
Bhupinder Kumar
Sharanpreet Singh
Gaurav Singh Rana

The order contained a clerical error, this amended order was issued to correct the order dated April 24, 2026. The amendments are underlined for ease of reference

Samjhana Karki (the 'Landlord') applied for an order to terminate the tenancy and evict Ashish, Bhupinder Kumar, Sharanpreet Singh and Gaurav Singh Rana (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 14, 2026.

The Landlord, the Tenants, Ashish, Bhupinder Kumar and Sharanpreet Singh, and the Tenants' Representative, Jatinder Kataria, attended the hearing.

Preliminary Issue:

Adjournment Request

1. The Tenants' request to adjourn the hearing because the Tenants' Legal Representative was retained the morning of the hearing is denied for the reasons that follow.
2. The Tenants' Legal Representative stated that he was retained the morning of the hearing, and he needs more time to prepare. The Tenants also have s.82 issues to raise. The Tenants had a previous legal representative who told them two days ago that he would not be able to give counsel services to them at the hearing.

3. The Landlord opposes the request, noting that the application is an L1 application and the arrears are substantial. It would be highly prejudicial to the Landlord to adjourn the hearing. The Tenants' claim their previous representative told them two days ago but the deadline to file s.82 was seven days ago which has not been done.
4. The Tenants were notified on March 10, 2026, that the Landlord has filed this L1 application and the hearing date. The parties have been before the Board previously for an L3 application. The Tenants knew or ought to know the procedures at the Board. I note that the Tenants did upload some evidence on Tribunals Ontario Portal on April 9, 2026. Nothing prevented them from raising s.82 issues as well. I am not satisfied that an adjournment to raise s.82 issues is appropriate. For any other rent related issue, they can testify to it today. I denied the Tenants' request to adjourn the hearing. The Tenants are not precluded from bringing their own application to raise Tenant issues.

Remove a party

5. The Tenants' request to remove Gaurav Singh Rana (GSR) as a party to this application is denied for the reasons that follow.
6. Tenant Ashish sent the Landlord a text dated October 3, 2025, advising that the Tenants would be vacating the rental unit as of November 30, 2025. The last month's rent deposit was applied to November's rent. GSR vacated the rental unit in or around November 2025. The other three tenants were also supposed to vacate, but they have remained at the rental unit to date.
7. The Landlord filed a L3 application based on the text message, but it was denied by the Board in LTB-L-004113-26 on February 24, 2026. A review has been filed for the same.
8. For the reasons set out below, and in consideration of the real substance of all transactions, section 202(1) of the Act, I find that the conduct between the Landlord and the Tenants did not convert the tenancy from a four-person joint tenancy to a three-person joint tenancy.
9. Based on common law principles, a joint tenancy may be severed by mutual agreement or by conduct of the joint tenants.
10. In the context of the *Residential Tenancies Act, 2006* (the 'Act'), 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.
11. Where joint tenancy is terminated under the Act, 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.
12. With respect to the circumstances of this application, Ashish advised the Landlord via text on October 3, 2025, that all Tenants would vacate the rental unit by November 30, 2025.

GSR moved out, but the rest remained at the rental unit. Even though there was a discussion about signing a new agreement that did not transpire, no new tenancy was started.

13. A joint tenancy cannot be severed arbitrarily by one or more tenant(s) moving out of the rental unit. In a joint tenancy, there is a single tenancy agreement, and the Tenants are jointly and severally (individually) liable for the payment of the entire rent for the rental unit. All parties to the agreement including the Landlord have to agree to sever the joint tenancy. The implication of requiring consent from all parties to remove a tenant who moves out from the lease was discussed in *Properties v. Northmore*, 2018 CanLII 153456 (ON LTB).
14. There is no evidence before me that the parties agreed to sever the tenancy. There may have been talks about terminating the tenancy, but the three other tenants remained at the rental unit, so the tenancy was not terminated. Therefore, one tenant moving out of the rental unit does not absolve them of their liability to pay rent as a joint tenant since the other tenants remained.
15. The Tenant's Legal Representative also raised an issue that Sharanpreet Singh (SS) is not a tenant as he did not sign the lease agreement. SS testified that he was not present when the lease was signed and the Landlord never came back to get the lease signed from him. SS believes he is a tenant and not an occupant. I find that ss is a Tenant of the rental unit. It is clear to all parties that he is a Tenant, and this is not being contested except the Tenant's Legal Representative raising it as an issue. SS remains as named Tenant and a party to this application.

Rental unit

16. The Tenants claim that as per the lease agreement, they have access to the entire property and not just the main floor. A copy of the written lease agreement was entered into evidence and does not expressly limit the rental unit to the upper portion of the house. Tenant Bhupinder Kumar (BK) testified that when the Tenants attended to view the property, they were shown the entire house, and that after a few months into the tenancy, the Landlord began residing separately in the basement. The Tenants seek a rent reduction on the basis that access to part of the rental unit was removed. I note that the Tenants have not filed an application with the Board raising this issue since the commencement of the tenancy in June 2025.
17. The Landlord testified that she personally showed the property to the Tenants and that, at that time, only the upper portion of the house was offered for rent, as the basement was undergoing conversion to a separate residential unit. The Landlord testified that she did not specify the upper portion on the written lease because, as of June 1, 2025, the City had not yet issued approval for the basement as a legal unit. The Landlord further testified that she received the City's approval on **June 11, 2025**, and has resided in the basement since that time. She stated that the Tenants did not raise any objection or concern regarding this arrangement during the tenancy.
18. It is the Landlord's position that the Tenants were aware from the outset that they were renting only the upper portion of the house. In support of this position, the Landlord relied

on the allocation of utility costs, whereby the Tenants were responsible for 60% of utilities, as well as the limited access provided to the basement solely for laundry purposes on weekends. The Landlord testified that the Tenants did not raise any concern or dispute regarding the scope of the rental unit at any point prior to the filing of the present application.

19. Section 202 of the Act, states:

202 (1) In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

(a) may disregard the outward form of a transaction or the separate corporate existence of participants; and

(b) may have regard to the pattern of activities relating to the residential complex or the rental unit.

20. Based on the evidence before me, I find that the Tenants leased only the upper portion of the residential complex, which constituted their rental unit. The evidence establishes that the Tenants were aware from the outset of the tenancy of the scope of the rental unit they were occupying. While the lease agreement does not expressly describe the rental unit as the upper portion, I find that any ambiguity in the written agreement does not outweigh the clear pattern of activities and conduct of the parties over the approximately ten months of the tenancy. During this period, the Tenants did not raise any concern or dispute with the Landlord regarding access to the basement. I prefer the Landlord's testimony on this issue, as it was internally consistent and supported by the surrounding circumstances, including the utility cost allocation and the limited, defined access provided to the basement for laundry purposes. I am therefore satisfied that the Tenants have been occupying the rental unit they agreed to lease. In the circumstances, there is no basis to grant a rent abatement.

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.

Lawful rent

3. The Landlord claims that the lawful rent is \$2,700.00. It is due on the 1st day of each month. The Tenants have paid the same since the start of the tenancy and no agreed upon changes have been made to date.
4. The Tenants claim that the parties discussed terminating the tenancy and also discounted rent for December 2025. As detailed above, Tenant Ashish gave the Landlord a notice to

vacate the rental unit for November 30, 2025. BK testified that he asked the Landlord for a discount on the December 2025 rent if they vacated by December 31, 2025 since only two of the four tenants remained. According to BK, the Landlord agreed to reduce the rent to \$1,600.00 for December 2025.

5. BK further testified that the Landlord agreed to reducing the monthly rent to \$2,500.00 for four months (January – April 2026) to assist in finding tenants to replace those that had vacated. The Tenants believe that the Landlord should reduce their rent because only three people are occupying the rental unit.
6. The Landlord testified that she agreed to reduce the rent in December 2025 to \$1,600.00 if only two people remained. Tenant Ashish failed to move out leaving three tenants in the unit. The Landlord relies on text messages dated November 30, 2025, and December 1st, 2025, wherein she clearly told the Tenants that if Ashish continues to reside, they need to pay full rent. The Tenants did not comply. They also failed to vacate the rental unit on December 31, 2025.
7. The Landlord denies having an agreement with the Tenants to reduce the rent if three people occupy the house instead of four. The Landlord did agree to a rent discount for four months if the Tenants wanted to sign a new lease. This never materialised.
8. On any application before the Board, the party making an allegation in an application has the onus of proving those allegations on a balance of probabilities.
9. The standard of proof in proceedings before this Board is “proof on a balance of probabilities.” By that standard, the party bearing the burden of proof must show with evidence that, “more likely than not”, their assertions are true. Where, the evidence of the opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged.
10. In this case, the Tenants have failed to provide any proof that there was an agreement with the Landlord that the December 2025 rent would be discounted even if Tenant Ashish continued to reside in the unit.
11. I find there was never an agreement to discount the rent for the tenancy continuing. There were discussions to create a new tenancy agreement which never materialised. Therefore, I am satisfied that the tenancy continued on the same terms as before and the lawful rent is \$2700.00.
12. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 x 12, divided by 365 days.
13. The Tenants have not made any payments since the application was filed.
14. The rent arrears owing to April 30, 2026, are \$14,600.00.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$2,700.00 from the Tenants, 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.

17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
18. The Tenants want to move out by May 31, 2026, and pay reduced rent to the Landlord which is neither fair nor reasonable. The rent arrears are substantial, and I am not convinced that a delay is rational under the circumstances. The prejudice to the Landlord is far greater than to the Tenants.

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:**
 - \$14,786.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$17,486.00 if the payment is made on or before May 5, 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 5, 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 5, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$10,628.78. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$88.77 per day for the use of the unit starting April 15, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before May 5, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 6, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 5, 2026, then starting May 6, 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 May 6, 2026.

April 24, 2026

Date Issued

May 08, 2026

Date Amended

Sheena Brar

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 November 6, 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 April 30, 2026.

Rent Owing to April 30, 2026	\$14,600.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$14,786.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before May 5, 2026.

Rent Owing to May 31, 2026	\$17,300.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$17,486.00

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

Rent Owing to Hearing Date	\$13,142.78
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,700.00
Total amount owing to the Landlord	\$10,628.78
Plus, daily compensation owing for each day of occupation starting April 15, 2026	\$88.77 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	