



Order under Section 69 Residential Tenancies Act, 2006

Citation: Trinh v Thomas, 2026 ONLTB 38346

Date: 2026-05-12

File Number: LTB-L-005341-26

In the matter of: 4, 253 7TH ST
HANOVER ON N4N1H1

Between: Alexander Trinh Landlord
Thi Thao Tran

And

Christopher Thomas Tenant
Brian Johnston

Alexander Trinh and Thi Thao Tran (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Thomas and Brian Johnston (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 24, 2026.

The Landlord, Alexander Trinh, the Landlord's Representative, Courtney Boyd, the Tenant, Christopher Thomas and the Tenant's Support, Dina Cole attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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 Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,950.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$64.11. This amount is calculated as follows: \$1,950.00 x 12, divided by 365 days.
5. The Tenant has paid \$4,200.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$4,125.00. The Tenant disputes the arrears.

7. The Tenant, Christopher Thomas ('CT'), disputes the arrears. CT testified that he has paid his portion of the rent and that the other Tenant, Brian Johnston ('BJ'), failed to pay the portion of the rent that CT says BJ was responsible for paying.
8. CT testified that he and BJ are tenants in common, rather than joint tenants. CT testified that the tenancy agreement relied on by the Landlord is different from the agreement he had signed. However, CT did not provide a different written tenancy agreement or other persuasive evidence to establish that the parties entered into separate tenancy arrangements with the Landlord.
9. The Landlord testified that there is only one tenancy agreement for the rental unit and that the tenancy is not a tenancy in common. The Landlord relied on the written tenancy agreement for the rental unit, which identifies the rental unit address, the one lawful monthly rent for the unit, and the signatures for all parties.
10. The distinction is relevant because, in a joint tenancy, the tenants are collectively responsible for the obligations under the tenancy, including payment of the full lawful monthly rent. In a tenancy in common, each tenant may have a separate arrangement with the landlord, including separate obligations for payment of rent. CT testified that he has paid what he believes to be his share of the rent and submitted that he should not be evicted because BJ failed to pay his share.
11. On a balance of probabilities, I find that CT and BJ are joint tenants. The evidence does not establish that the Landlord entered into separate tenancy arrangements with each Tenant. The written tenancy agreement identifies one rental unit and one lawful monthly rent of \$1,950.00. There was no persuasive evidence that the Tenants rented separate rooms, or assigned spaces of the rental unit under separate agreements. Although CT may have had an understanding with BJ about how the rent would be divided between them, that arrangement does not alter the Tenants' joint responsibility to the Landlord for the full lawful monthly rent.
12. CT also disputed the amount of arrears claimed by the Landlord. The payment history was reviewed at the hearing, including the payments CT was able to identify and produce. Based on the evidence before me, I am satisfied that the rent arrears owing to March 31, 2026, are \$4,125.00. CT did not provide receipts, records, or other persuasive evidence of additional payments that would reduce the arrears below that amount.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$1,950.00 from the Tenant 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.
15. Interest on the rent deposit, in the amount of \$36.80 is owing to the Tenant for the period from May 1, 2025 to March 24, 2026.
16. 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 Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

17. CT testified that he has resided in the rental unit for approximately one year and wishes to preserve the tenancy. CT requested a delayed termination date of September 30, 2026 to allow time to address to sort out their finances or to secure alternate accommodation. CT testified that his monthly income is \$1,408.00 from the Ontario Disability Support Program and that his monthly expenses are approximately \$1,206.00. The Landlord opposed an extended termination date and requested a standard order.
18. Given the amount of arrears, the payment history, CT's monthly income, and his stated expenses, I am not satisfied that the tenancy can be preserved through a conditional order. I have also considered CT's request for an extended termination date. While an extension may have been reasonable in other circumstances, the issuance date of this order has provided the Tenants with additional time to either address the outstanding arrears or make arrangements for alternate accommodation. In these circumstances, I find that further delaying the termination date would be unfair to the Landlord.
19. This order does not reflect any payments that may have been paid towards the arrears after March 24, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$8,211.00 if the payment is made on or before May 23, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after May 23, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before May 23, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,912.84. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$64.11 per day for the use of the unit starting March 25, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before May 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 24, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before May 23, 2026, then starting May 24, 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 24, 2026.

May 12, 2026
Date Issued

Joshua Labbe
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 24, 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 23, 2026

Rent Owing To May 31, 2026	\$12,225.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,200.00
Total the Tenant must pay to continue the tenancy	\$8,211.00

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

Rent Owing To Hearing Date	\$7,913.64
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,200.00
Less the amount of the last month's rent deposit	- \$1,950.00
Less the amount of the interest on the last month's rent deposit	- \$36.80
Total amount owing to the Landlord	\$1,912.84
Plus daily compensation owing for each day of occupation starting March 25, 2026	\$64.11 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	