



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-011615-26

In the matter of: UPPER, 50 AUSTIN DR
WATERLOO ON N2L3Y3

Between: KIM MENARY Landlord

And

TARUN KUMAR Tenants
ANUSHA VEERAMANENI

Kim Menary (the 'Landlord') applied for an order to terminate the tenancy and evict Tarun Kumar ("TK") and Anusha Veeramaneni ("AV")(the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 15, 2026.

The Landlord's Representative, Brittany Colley and the Tenant, Anusha Veeramaneni ("AV") attended the hearing.

Determinations:

Preliminary Issue – Should AV be removed as a party to this application?

1. AV raised a preliminary issue at the outset of the hearing and requested to be removed as a party to the application. AV submitted that she should not be liable for any rent arrears after April 2025 because she no longer lived in the rental unit after that date. AV testified that she vacated the rental unit on April 30, 2025, before the L1 application was filed. She testified that she gave notice to the Landlord on April 9, 2025, left the rental unit, and left her keys with the other Tenant, TK, who remains in possession of the rental unit. AV acknowledged that the tenancy was a joint tenancy between herself and TK. This was not disputed by the Landlord. However, there was no evidence before me that the Landlord agreed to release AV from the tenancy or that TK agreed to terminate the joint tenancy. AV testified that she had no intention of returning to the rental unit.
2. The leading case on the meaning of whether a tenant is "in possession" of a rental unit is the Court of Appeal's decision in *1162994 Ontario Inc. v. Bakker*, 2004 CanLII 59995 (ON CA). In *Bakker*, the Court held that possession of a rental unit refers to some form of control over that unit as demonstrated by such factors such as access to, use of, or occupation of the unit.

3. It does not necessarily follow from my finding that AV is not in possession, that she ought to be removed from this application or that she is not a tenant. This was a joint tenancy, and thus both Tenants became jointly and severally liable for the rent when they entered into the tenancy. While not binding on me, I agree with the general conclusions regarding joint tenancies from *Osgoode Properties v. Northmore*, 2018 CanLII 153456 (ON LTB), including that a joint tenant who unilaterally vacates a rental unit does not “divest” themselves of that tenancy. Moreover, although until recently the Board did not have the jurisdiction to order arrears against a tenant who has vacated, recent amendments to section 87 of the *Residential Tenancies Act, 2006* (the ‘Act’) make it clear that a tenant may still be considered a tenant even if they do not have possession of the unit. Section 87 of the Act allows the Board to order arrears against a tenant or former tenant not in possession where the tenant vacated on or after September 1, 2021.
4. The application was filed within one year of the tenant vacating, and the tenant has been given notice of the application and hearing. All three criteria are satisfied in this case, and thus I am satisfied that I have the jurisdiction to make an order against both Tenants.

L1 Application

5. 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.
6. As of the hearing date, the Tenants were still in possession of the rental unit.
7. The lawful rent is \$2,350.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$77.26. This amount is calculated as follows: \$2,350.00 x 12, divided by 365 days.
9. The Tenants have paid \$1,550.00 to the Landlord since the application was filed.
10. The rent arrears owing to April 30, 2026 are \$4,195.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$2,350.00 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.
13. Interest on the rent deposit, in the amount of \$137.65 is owing to the Tenants for the period from November 18, 2023 to April 15, 2026.
14. 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.

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:**
 - \$6,731.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$9,081.00 if the payment is made on or before June 7, 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 June 7, 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 Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before June 7, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$702.25. 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 \$77.26 per day for the use of the unit starting April 16, 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 June 7, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 8, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before June 7, 2026, then starting June 8, 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 June 8, 2026.

May 27, 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 December 8, 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 31, 2026

Rent Owing To May 31, 2026	\$8,095.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,550.00
Total the Tenant must pay to continue the tenancy	\$6,731.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 7, 2026

Rent Owing To June 30, 2026	\$10,445.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,550.00
Total the Tenant must pay to continue the tenancy	\$9,081.00

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

Rent Owing To Hearing Date	\$4,553.90
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,550.00
Less the amount of the last month's rent deposit	- \$2,350.00
Less the amount of the interest on the last month's rent deposit	- \$137.65
Total amount owing to the Landlord	\$702.25
Plus daily compensation owing for each day of occupation starting April 16, 2026	\$77.26 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	