



**Order under Subsection 74(2)  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-011364-26

**In the matter of:** 51 ARBOR DR  
BRANTFORD ON N3P2A7

**Between:** Madan Lal Kanotra Landlord

**And**

Robert Beal Tenant  
Amanda Goodall  
Suzanne Grinton

Madan Lal Kanotra (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Beal, Amanda Goodall and Suzanne Grinton (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Representative, Simran Kaur, the Tenants Robert Beal ('RB'), and Amanda Goodall ("AG") attended the hearing.

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

1. The Landlord advised the LTB that prior to the hearing the Tenants paid all the rent that was in arrears and all additional rent that would have been due under the tenancy agreement for the period ending April 30, 2026, and the filing fee.
2. AG requested to be removed as a party to the application. AG testified that she vacated the rental unit on June 1, 2024, and acknowledged that she did not give proper notice to terminate the tenancy. AG testified that she met with the Landlord and believed there was an agreement to remove her from the tenancy. However, AG also acknowledged that the other Tenants did not consent to her removal from the tenancy. The Landlord's position at the hearing was that AG remains a party to the tenancy and should remain a party to the application.
3. In *1162994 Ontario Inc. v. Bakker*, 2004 CanLII 59995 (ON CA), the Court of Appeal held that possession of a rental unit refers to some form of control over the unit, demonstrated by factors such as access to, use of, or occupation of the unit.

4. However, the fact that AG testified she was no longer in possession of the rental unit does not, by itself, establish that she was removed from the tenancy or should be removed as a party to this application. This was a joint tenancy. I am not satisfied, on the evidence before me, that all parties to the tenancy, including the Landlord and the other Tenants, agreed to release AG from the tenancy or terminate the joint tenancy. Although not binding on me, I agree with the general principle set out in *Osgoode Properties v. Northmore*, 2018 CanLII 153456 (ON LTB), that a joint tenant does not divest themselves of their interest in a tenancy merely by vacating the rental unit. A joint tenant cannot unilaterally terminate a joint tenancy or remove themselves from the tenancy without the agreement of the necessary parties.
5. However, AG remaining named as a Tenant in the application does not necessarily mean that the Board has jurisdiction to order rent arrears against her. Section 87 of the *Residential Tenancies Act*, 2006 (the “Act”) permits the Board to order rent arrears against a tenant or former tenant who is no longer in possession of the rental unit only if the statutory requirements are met. Section 87(1.1) of the Act provides that a landlord may apply for arrears against a former tenant if the former tenant vacated the rental unit on or after September 1, 2021. Section 87(1.2) of the Act further provides that no application may be made against a former tenant more than one year after the former tenant vacated the rental unit.
6. In this case, AG testified that she vacated the rental unit on June 1, 2024. However, I make no finding in this order about whether AG vacated the rental unit on that date or whether she is properly characterized as a tenant or former tenant for the purpose of section 87 of the Act as the Application was discontinued. AG’s evidence that she left the rental unit may be relevant to whether the Board has jurisdiction to order arrears against her, but that issue is separate from whether she should remain named as a party to this application. If it becomes necessary to determine whether arrears can be ordered against AG, the Board must consider the requirements under section 87 of the Act, including whether AG vacated the rental unit, when she vacated, whether the application was filed within one year after that date, and whether the other statutory requirements are met.
7. Therefore, AG’s request to be removed as a Tenant from the application is denied. However, AG’s continued inclusion as a party does not determine whether arrears can ultimately be ordered against her. No finding is made in this order about the Board’s jurisdiction to order arrears against AG under section 87 of the Act. That issue must be determined, based on the evidence and the statutory requirements under section 87.

*Discontinuance*

8. The Landlord's application for an order terminating the tenancy and evicting the Tenants based upon arrears of rent is discontinued.

**May 27, 2026**  
**Date Issued**

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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.