



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Cheng v McCasey-Rose, 2026 ONLTB 43938

Date: 2026-06-10

File Number: LTB-L-032316-24-RV

In the matter of: 216 PAYNE CRES
AURORA ON L4G0T6

Between: Po ling Cheng Landlord

And

Curtis McCasey-Rose Tenants
Meaghan McCasey

Review Order

Po ling Cheng (the 'Landlord') applied for an order to terminate the tenancy and evict Curtis McCasey-Rose and Meaghan McCasey (the 'Tenants') and for an order to have the Tenants pay the rent they owe.

On February 27, 2024, the hearing was held. Only the Tenants' mother, Camilla Rose, attended the hearing. LTB-L-062241-23 issued on March 11, 2024, with conditions.

On April 22, 2024, the Landlord filed an application alleging that the Tenants failed to meet a condition specified in the order issued by the Board on March 11, 2024, with respect to application LTB-L-062241-23.

This application was resolved by *ex-parte* order LTB-L-032316-24 issued on March 11, 2024, which terminated the tenancy effective May 25, 2024.

On May 15, 2024, the Tenants filed a request to set aside order LTB-L-032316-24 issued on March 11, 2024.

The motion to set aside was heard on June 20, 2024. Order LTB-L-032316-24-SA was issued on July 17, 2024, denying the Tenants' motion, and lifting the stay August 31, 2024.

On April 2, 2026, the Tenants filed a request to review order LTB-L-032316-24-SA issued on July 17, 2024, and a request to extend time.

Order LTB-L-032316-24-RV-IN issued April 8, 2026, granting the Tenants' request to extend time, directing the matter to a hearing, and staying order LTB-L-032316-24-SA issued on July 17, 2024.

This request to review was heard by videoconference on June 2, 2026. The first-named Tenant and the Landlord's Representative, Ravis Mohebbian, attended the review.

Determinations:

1. The Tenant's requests to review LTB-L-032316-24-SA issued on July 17, 2024, because he believes there is a serious error in the order. The Tenant seeks to have his name removed from the original application and subsequent Board order because he did not contribute to the arrears which accumulated.
2. The Tenant says that he was living in the rental unit but had moved out during Covid. When the Tenant went to purchase a car more recently, it was brought to his attention that there had been an order which was showing on his credit history.
3. In cross-examination, the Tenant stated he had not advised the Landlord that he was leaving the rental unit. Rather, he believed either "my Mom or Meaghan" (who the Board presumes was the co-Tenant to the tenancy) would have advised the Landlord and that he had moved out with the Landlord's knowledge. However, the Tenant could not provide the Board with any corroboratory documentation such as an e-mail or Board-approved form, that demonstrated he told the Landlord he was leaving the rental unit. Further, no witnesses, such as the co-Tenant or the Tenant's mother, were called to corroborate the Tenant's version of events.
4. What the Tenant is arguing is that the tenancy began as a joint tenancy, but that he terminated his interest in the tenancy. As such, he should not be responsible for the arrears which accumulated after he left the rental unit.
5. Subsection 77(1)(a) of the RTA provides that a tenancy may be terminated where "the landlord and tenant have entered into an agreement to terminate the tenancy." However, the section does not describe whether one of the tenants can unilaterally terminate their interest in the tenancy.
6. Although subsection 77(1)(a) in a joint tenancy is not settled law, several recent Board have found that to terminate a joint tenancy, all of the tenants as well as the landlord must have agreed to the termination. There is insufficient evidence led at the request to review to decide that all of the parties agreed to terminate the joint tenancy.
7. In *Jemiola v. Firchuk*, [2005] O.J. No. 6085, the Divisional Court stated that the definition of "tenant" is broad and inclusive and should be broadly and liberally construed. In a joint tenancy, there is a single tenancy agreement, and the tenants are jointly and severally (individually) responsible for the tenancy including the responsibilities under the tenancy agreement.
8. Given that the Tenant did not lead sufficient evidence to demonstrate that the parties agreed to the termination of tenancy, I am not of the view that the order contains a serious error.

It is ordered that:

1. The request to review order LTB-L-032316-24 issued on March 11, 2024, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on April 8, 2026, is cancelled. The stay of order LTB-L-032316-24 is lifted immediately.

June 10, 2026
Date Issued

Jane Dean
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.