



Order under Section 69 Residential Tenancies Act, 2006

Citation: POOTHOKARAN v UPTON, 2026 ONLTB 46981

Date: 2026-06-16

File Number: LTB-L-106992-25

In the matter of: 2, 2500 HILL RISE CRT
OSHAWA ON L1L0M6

Between: DOMINIC JOY POOTHOKARAN
SHARLET ANNIE CHERIAN

Landlords

And

LILLY ANN AMELIA UPTON
BRETT LECOURS

Tenants

DOMINIC JOY POOTHOKARAN and SHARLET ANNIE CHERIAN (the 'Landlords') applied for an order to terminate the tenancy and evict LILLY ANN AMELIA UPTON and BRETT LECOURS (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 8, 2026. The Landlord, Dominic Joy Poothokaran ('DJP'), the Landlords' Legal Representative, Prem Narayan, and the Tenants attended the hearing.

Determinations:

Preliminary Issue

1. At the hearing, the Tenant, Lilly Ann Amelia Upton ('LAAU'), stated that she vacated the rental unit on October 25, 2025. In this regard, her and the other Tenant, Brett Lecours ('BL'), were in a relationship and separated. LAAU referred to the situation as abusive and stated that she had to vacate as she could not put her child through such a situation.
2. LAAU sought to have her interest in the tenancy and her liability with respect to the arrears cease as of the date that she vacated the rental unit.
3. It was not disputed that the Tenants were joint tenants under the lease. In a joint tenancy, all the tenants share a single, undivided interest in the tenancy. In this regard, joint tenants do not have separate shares of the rent. Rather, 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.

4. Issues do occasionally arise, however, when one tenant wants to move out and the other does not. Where a joint tenancy is terminated under the *Residential Tenancies Act, 2006* (the 'Act'), it is terminated for all the tenants. This is because the tenancy is a single undivided interest. Aside from the limited exceptions under sections 47.1-47.4 of the Act, there is no provision in the Act for the termination of only part of a joint tenancy. However, if there is consent of the parties to remove a joint tenant from the lease, the interest of one joint tenant can be terminated by way of agreement.
5. In this case, the Landlords did not consent to remove LAAU from the lease. LAAU acknowledged that she did not give a notice to terminate her interest in the tenancy based on domestic violence or another form of abuse as contemplated under sections 47.1- 47.4 of the Act. She stated that she had private discussions with the Landlord, DJP, regarding having her name removed from the lease and that she did try to get BL to sign an N11 agreement to end the tenancy but that he refused.
6. As LAAU did not give the Landlord notice under section 47.2 of the Act and did not obtain the consent of the parties to terminate her interest in the joint tenancy, I find that LAAU's interest in the tenancy did not terminate and, as such, LAAU remains liable for the payment of the rent.

The Application

7. The Landlords 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.
8. As of the hearing date, the Tenants were still in possession of the rental unit.
9. The lawful rent is \$2,700.00. It is due on the 1st day of each month.
10. 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.
11. The Tenants has not made any payments since the application was filed.
12. The rent arrears owing to June 30, 2026 are \$21,600.00.
13. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlords collected a rent deposit of \$2,700.00 from the Tenants and this deposit is still being held by the Landlords. 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 \$67.42 is owing to the Tenants for the period from April 1, 2025 to June 8, 2026.

Relief from Eviction / Section 83 of the Act

16. The Landlords' Legal Representative requested a standard 11-day termination order on the basis that the arrears were substantial and the Landlords were experiencing financial hardship. In this regard, it was submitted that the Landlords have three-year-old twins and that the Landlord, Sharlet Annie Cherian, lost her job. In light of this, the Landlords rely on the rent to be able to meet their financial obligations such as paying the mortgage.
17. I considered whether the Landlords attempted to negotiate a repayment agreement with the Tenants pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlords' Legal Representative submitted that DJP reached out to BL on a few occasions but that BL was not responsive.
18. LAAU did not dispute the amount calculated but was unsure how she would be able to pay the arrears as she is currently unemployed. LAAU was not opposed to termination of the tenancy as she stated she had been living elsewhere since October 25, 2025.
19. BL did not dispute the amount owing. He stated that he was in arrears because LAAU moved out and stopped paying rent and he lost his job about three months ago. As of the hearing, his income consisted of OW benefits of approximately \$730.00 per month.
20. BL acknowledged that his income is less than the monthly rent and that he cannot afford to pay the rent or the arrears going forward. BL stated that he was willing to vacate and that it was possible he could find a friend or family member to stay with. However, he would not provide a firm move out date or advise how much time he needed to vacate.
21. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act as it would be prejudicial to the Landlords. The Tenants have not paid any rent in several months and do not have sufficient income to cover the rent going forward. If the tenancy were permitted to continue, the Tenants would only accrue further arrears each month.
22. LAAU did not seek a delay or denial of eviction and BL did not request a period of delay or provide any reasons, other than financial, that would make it difficult for him to move. While I accept that BL's income is limited and this may make it difficult to find a new place to live that he can afford, BL is not without options as he stated that he could probably find a friend or family member he could stay with on a temporary basis.
23. For these reasons, I see no reason to delay the eviction. The Tenants shall have the standard 11 days to void this order or move out.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**

- \$21,786.00 if the payment is made on or before June 27, 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 27, 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 June 27, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$17,028.74. 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 Landlords owe 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 Landlords compensation of \$88.77 per day for the use of the unit starting June 9, 2026 until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlords the full amount owing on or before June 27, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 28, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before June 27, 2026, then starting June 28, 2026, the Landlords 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 Landlords on or after June 28, 2026.

June 16, 2026
Date Issued

Rachel Gibbons
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 28, 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 June 27, 2026

Rent Owing to June 30, 2026	\$21,600.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$21,786.00

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

Rent Owing to Hearing Date	\$19,610.16
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,700.00
Less the amount of the interest on the last month's rent deposit	- \$67.42
Total amount owing to the Landlords	\$17,028.74
Plus daily compensation owing for each day of occupation starting June 9, 2026	\$88.77 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	