



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

File Number: LTB-L-029765-26

In the matter of: 2438 25th Side Road
INNISFIL ON L9S2G5

Between: Ngo Ngoc Quang Landlord

And

Paul Cory Tenant
Riley Cory Shaule

Ngo Ngoc Quang (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Cory and Riley Cory Shaule (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 16, 2026.

The Landlord's Legal Representative, Ian Shemesh, and the Tenants 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 \$2,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$22,500.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$2,500.00 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.
9. Interest on the rent deposit, in the amount of \$71.34 is owing to the Tenant for the period from February 6, 2025, to June 16, 2026.

Whether Riley Cory Shaule Remains Responsible for the Rent Arrears:

10. The tenancy agreement names Paul Cory and Riley Cory Shaule as Tenants. The tenancy is therefore a joint tenancy.
11. At the hearing, Riley Cory Shaule submitted that he moved out of the rental unit around June 20, 2025, and should not be responsible for the rent arrears because the Landlord filed the application after he vacated the rental unit.
12. Paul Cory disputed Riley Cory Shaule's position. Paul Cory testified that he did not agree that Riley Cory Shaule could be removed from the tenancy. Paul Cory also testified that Riley Cory Shaule still has belongings in the rental unit and submitted that Riley Cory Shaule remains in possession of the rental unit.
13. The Landlord's Legal Representative submitted that the tenancy was entered into with both Paul Cory and Riley Cory Shaule as joint tenants. The Landlord's Legal Representative further stated that the Landlord was not aware that Riley Cory Shaule had vacated the rental unit and did not consent to remove him from the tenancy. There was also no evidence that Paul Cory consented to Riley Cory Shaule being removed from the tenancy.
14. Based on the evidence before me, I find that Riley Cory Shaule remains responsible for the rent arrears.
15. The parties entered into a tenancy agreement in February 2025. The tenancy agreement provides that Paul Cory and Riley Cory Shaule are jointly and severally responsible for the lawful monthly rent of \$2,500.00. In a joint tenancy, each tenant is responsible for the whole of the tenancy obligations, including the obligation to pay the full monthly rent. A joint tenant does not hold a separate or divisible share of the tenancy. The Board has consistently held that it does not have authority to sever a joint tenancy or remove one tenant from a joint tenancy without the agreement of all necessary parties.
16. I am not satisfied that Riley Cory Shaule was removed from the tenancy. There was no evidence that the Landlord agreed to release him from the tenancy. There was also no evidence that Paul Cory agreed that Riley Cory Shaule could be removed from the tenancy. Riley Cory Shaule's unilateral decision to move out, even if accepted, did not end his legal obligations under the joint tenancy.
17. I also find, on a balance of probabilities, that Riley Cory Shaule remained in possession of the rental unit when the Landlord filed the application. Paul Cory testified that Riley Cory Shaule still has belongings in the rental unit. The Landlord testified that the Landlord was not aware that Riley Cory Shaule had vacated. I prefer this evidence over Riley Cory Shaule's assertion that he had fully vacated the rental unit.

18. In any event, even if I am wrong and Riley Cory Shaule was no longer in possession as of June 2025, I would still find that the Board has jurisdiction to determine the claim for arrears. The Landlord filed the application in April 2026, less than one year after Riley Cory Shaule says he moved out of the rental unit. Section 87 of the *Residential Tenancies Act, 2006* (the 'Act') permits the Board to determine an application for arrears of rent where a tenant is no longer in possession, provided the application is brought within the applicable limitation period
19. Both Tenants participated in the hearing and had an opportunity to make submissions. I am not satisfied that proceeding with the application causes procedural unfairness or prejudice to Riley Cory Shaule.
20. For these reasons, I find that Riley Cory Shaule remains liable, jointly and severally with Paul Cory, for the rent arrears owing under the tenancy.

Relief from Eviction:

21. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
22. At the hearing, the Tenants did not seek to preserve the tenancy. Instead, both Tenants agreed that the tenancy should be terminated. The Tenants requested that the tenancy be terminated as of June 20, 2026. The Landlord's Legal Representative submitted that the Landlord consented to termination of the tenancy as of June 30, 2026.
23. Given the substantial amount of rent arrears, the Tenants' agreement that the tenancy should be terminated, and the Landlord's consent to termination as of June 30, 2026, I find that it would be unfair to grant relief from eviction. I am satisfied that the tenancy should be terminated effective June 30, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 July 1, 2026.
4. The Tenants shall pay to the Landlord \$18,929.70. 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.
5. The Tenants shall also pay the Landlord compensation of \$82.19 per day for the use of the unit starting June 30, 2026, until the date the Tenant moves out of the unit.

6. If the Tenants do not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026, at 4.00% annually on the balance outstanding.

June 24, 2026
Date Issued

Joy Xiao
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 January 1, 2027 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 if the tenancy is terminated

Rent Owing To Hearing Date	\$21,315.04
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$71.34
Total amount owing to the Landlord	\$18,929.70
Plus daily compensation owing for each day of occupation starting June 17, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	