



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-031981-26

In the matter of: 175 DARLING ST
BRANTFORD ON N3S3W6

Between: KYLE MALINOUSKI Landlord

And

JOE GORHAM
WYATT GORHAM Tenants

KYLE MALINOUSKI (the 'Landlord') applied for an order to terminate the tenancy and evict JOE GORHAM and WYATT GORHAM (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 17, 2026.

The Landlord's Legal Representative, Ian Shemesh, and the Tenants, Joe Gorham ("JG") and Wyatt Gorham, attended the hearing.

Determinations:

1. At the hearing, JG argued that he should be removed as a party to the application as he vacated the rental unit after the Landlord served the Tenants the N4 Notice of Termination
2. The Landlord's Legal Representative opposed JG's request and submitted that the Landlord did not agree to terminating JG's interest in the tenancy.
3. There is no dispute that the tenancy is a joint tenancy.
4. There is no evidence before me that the tenancy was terminated in accordance with the *Residential Tenancies Act, 2006* (the 'Act') nor was there an agreement by all parties to sever the joint tenancy. While section 47.3 of the Act permits a joint tenant who is the victim of domestic violence to serve a notice of termination to sever their interest in a joint tenancy, there is no evidence before the Board that that scenario is applicable here.
5. Therefore, JG continues to be a Tenant and continues to be jointly liable for the ongoing rent arrears.
6. Even if JG is no longer in possession of the rental, the Board has jurisdiction to issue an order requiring a tenant no longer in possession of a rental unit to pay arrears if the tenant vacated after September 1, 2021 and the Landlord filed this application not more than one year after the tenant vacated pursuant to sections 87(1)(b) and 87(1.1) of the Act. Both of

these conditions are satisfied here. As a result, the parties to the application are unchanged and JG is kept on as a party.

7. After the Board denied JG's request to be removed, the parties before the LTB confirm their consent to the following order.

It is ordered on consent that:

1. The Tenants shall pay to the Landlord \$7,141.26 for arrears of rent up to June 30, 2026 and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a. \$1,000.00 on or before July 20, 2026
 - b. \$1,000.00 on or before August 20, 2026
 - c. \$1,000.00 on or before September 20, 2026
 - d. \$1,000.00 on or before October 20, 2026
 - e. \$1,000.00 on or before November 20, 2026
 - f. \$1,000.00 on or before December 20, 2026
 - g. \$1,000.00 on or before January 20, 2027
 - h. \$141.26 on or before February 20, 2027
3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period July 2026 to February 2027, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after June 30, 2026.

June 22, 2026
Date Issued

Vicky Liu
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.