



Order under Section 69 Residential Tenancies Act, 2006

Citation: Skyline Real Estate Holdings Inc., C/O Skyline Living v Janess, 2026 ONLTB 48508

Date: 2026-06-24

File Number: LTB-L-031575-26

In the matter of: 703, 880 Colborne Rd
Sarnia ON N7V3K3

Between: Skyline Real Estate Holdings Inc., C/O Skyline Living Landlord

and

Genevieve Janess
Hailey Angelina Pounds-Smith Tenants

Skyline Real Estate Holdings Inc., C/O Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Genevieve Janess and Hailey Angelina Pounds-Smith (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, Erin Maginnis, and the Tenants attended the hearing.

Determinations:

Preliminary Issue – The Proper Respondents

1. The Tenants entered into a joint tenancy with the Landlord for a one-year term. On August 1, 2025, the Tenant, Genevieve Janess ('GJ'), moved out of the rental unit and had no intention of returning. There was no dispute that the Tenant, Hailey Angelina Pounds-Smith ('HP'), was still in possession of the rental unit when the application was filed. There was also no dispute that the Landlord was informed and was aware that GJ had moved out.
2. GJ testified that prior to moving out, HP had agreed to have her removed from the lease. She testified that she spoke to the building Superintendent, and he provided her with forms to fill out to have herself removed from the lease. She testified that both her and HP signed the forms, as well as the Superintendent, and then the Superintendent submitted the documents.
3. The Legal Representative, Erin Maginnis ('EM'), is an employee of the Landlord. She testified that the forms signed and submitted by the Tenants is a request to remove a

leaseholder, which is sent to head office for processing. She testified that it was not processed because there were rent arrears owing so the Landlord would not process the documentation.

4. A copy of the document was submitted into evidence by the Landlord. The document is titled "Leaseholder Removal Form". The Tenants confirmed that this was the document that they signed with the Superintendent. The document is signed by both Tenants but a signature from the Landlord does not appear anywhere in the document.
5. The Tenants cannot unilaterally change the terms of the tenancy agreement by removing one party, it must be done on the consent of all parties. In this case, I am not satisfied that the parties consented to remove GJ from the tenancy agreement. The Tenants lead insufficient evidence to demonstrate that the Landlord ever agreed to remove GJ from the tenancy agreement. There was nothing given in writing to the Tenants stating that the forms had been processed or that the Landlord accepted the request to remove GJ. In fact, it was EM's evidence that the Landlord would not agree to the request due to the rent arrears owing at the time the request was submitted to their head office.
6. This was a joint tenancy, and thus both tenants became jointly and severally liable for the rent when they entered into the tenancy. While not binding on me, I agree with the general conclusions regarding joint tenancies from *Osgoode Properties v. Northmore*, 2018 CanLII 153456 (ON LTB), including that a joint tenant who unilaterally vacates a rental unit does not "divest" themselves of that tenancy. Moreover, although until recently the Board did not have the jurisdiction to order arrears against a tenant who has vacated, recent amendments to section 87 of the *Residential Tenancies Act, 2006* (the 'Act') make it clear that a tenant may still be considered a tenant even if they do not have possession of the unit. Section 87 allows the Board to order arrears against a tenant or former tenant not in possession where the tenant vacated on or after September 1, 2021, the application was filed within one year of the tenant vacating, and the tenant has been given notice of the application and hearing. All three criteria are satisfied in this case, and thus I am satisfied that I have the jurisdiction to make an order against both GJ and HP.

Rent Arrears

1. The Tenants vacated the rental unit on April 30, 2026. The Tenants were in possession of the rental unit on the date the application was filed.
2. The Tenants did not pay the total rent they were required to pay for the period from February 2, 2026 to April 30, 2026.
3. It was undisputed that the lawful rent is \$1,521.08. It was due on the 1st day of each month.
4. The Tenants have paid \$30.42 to the Landlord since the application was filed.
5. The tenancy ended on April 30, 2026 as a result of the Tenants moving out in accordance with a an agreement to terminate the tenancy. Therefore, the Tenants' obligation to pay rent also ended on that date.
6. It was undisputed that the rent arrears owing to April 30, 2026 are \$4,466.70.

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 \$1,521.08 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
9. Interest on the rent deposit, in the amount of \$2.63 is owing to the Tenants for the period from April 1, 2026 to April 30, 2026.
10. The Tenants stated that they can have the full balance paid within 4 months and requested that accrual of interest be delayed until then. The Landlord's Legal Representative agreed to this request. Therefore, I find it reasonable in the circumstances to order that interest accrue on the outstanding balance starting on October 17, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of April 30, 2026, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$3,128.99. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before October 17, 2026, the Tenants will start to owe interest. This will be simple interest calculated from October 18, 2026 at 4.00% annually on the balance outstanding.

June 24, 2026
Date Issued

Candace Aboussafy
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay as the tenancy is terminated

Rent Owing to Move Out Date	\$4,497.12
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$30.42
Less the amount of the last month's rent deposit	- \$1,521.08
Less the amount of the interest on the last month's rent deposit	- \$2.63
Total amount owing to the Landlord	\$3,128.99