



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

File Number: LTB-L-011691-26-SA-AM2-RV

In the matter of: Loft, 118 Bethel Church Rd
Brant ON L0R1T0

Between: Justin Hensen Landlord

And

Mitchell Fraser Tenant

Review Order

Justin Hensen ('JH' or the 'Landlord') applied for an order to terminate the tenancy and evict Mitchell Fraser ('MF' or the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy. (the 'L3 application')

The L3 application was resolved by order LTB-L-011691-26-SA-AM2 issued on April 20, 2026 (the "L3 Order").

On April 20, 2026 the Tenant requested a review of the L3 Order and that the order be stayed until the request to review the order is resolved (the "Request to Review").

On April 21, 2026 interim order LTB-L-011691-26-SA-AM2-RV-IN was issued (the "Interim Order"), staying the L3 Order, setting out the scope of the review request and directing the LTB to schedule a review hearing.

A review hearing was held to consider this Request to Review. That hearing was held by videoconference on June 17, 2026.

The Tenant, the Tenant's Legal Representative, Brittney Forsyth ('TTR'), and the Landlord attended the hearing.

Determinations:

Request to Review

1. TTR indicated at the beginning of the hearing that the Tenant only recently retained her to represent him at this review hearing.

2. The Tenant identified the basis for the Request to Review, that is, the tenancy at bar is not a tenancy with one tenant, but a joint tenancy with two tenants. As such, he submitted the N11 agreement was not valid and therefore the L3 Order erroneously terminated the tenancy. This issue was raised pursuant to the scope of review set out in the Interim Order.
3. Under examination, the Tenant stated the underlying N11 agreement only contained his name but omitted Laramie Bradovka, the second tenant. He confirmed he did sign the N11 agreement, but Ms. Bradovka was not named in the N11 and as far as he was aware, she never signed anything to indicate the tenancy was to terminate.
4. The Tenant stated further that he did not have the authority to speak on behalf of Ms. Bradovka. He asserted that she still is a tenant of the rental unit, having assisted him with a recent rent payment he said he made to the Landlord. The Tenant acknowledged Ms. Bradovka moved to western Canada last year but that she moved out temporarily due to her employment. He testified that Ms. Bradovka plans to return to the rental unit in August 2026, and further testified that she has retained the unfettered ability to enter the rental unit at any time. Finally, the Tenant testified Ms. Bradovka still has her clothes and other belongings in the rental unit.
5. Consequently, the Tenant stated that the L3 Order which ordered the termination of the tenancy, contains an error in law as the joint tenants to this tenancy never entered into an agreement with the Landlord for tenancy termination.
6. The existence of a second tenant was not disputed by the Landlord as he stated the original tenancy indeed had two tenants who entered into an agreement with him for the rental unit – MF and Laramie Bradovka. However, his testimony was that Laramie Bradovka moved out of the rental unit on or about May 15, 2025. The Landlord testified that he spoke with Ms. Bradovka recently, on the rental unit driveway, when she told him she was in the middle of a camping trip, and that she no longer lives in the rental unit.
7. The Landlord restated his firm belief that Ms. Bradovka is no longer a tenant of the rental unit but when asked to show any documented proof or other corroborating evidence from Ms. Bradovka, he was unable to produce anything. The Landlord acknowledged he never stated in any formal way to Ms. Bradovka or to the Tenant that the joint tenancy had changed or that he had released Ms. Bradovka as a tenant to the tenancy.
8. The Tenant then submitted that the parties are scheduled for a hearing next week on June 23, 2026 in respect of an L1 arrears application, that is LTB-L-009258-26. The Tenant stated that if I were to look at that file, I would see that the Landlord has included Ms. Bradovka as one of two tenants under the arrears claim.

9. I reviewed the L1 case file and found that the N4 notice of termination names the Tenant and Laramie Bradovka as the tenants under the rental unit tenancy. The L1 application was filed on January 1, 2026, which is one week before L3 application was filed by the Landlord (i.e. on February 6, 2026). The L1 clearly names the two tenants and the L1 update sheet that has been submitted again names the same two tenants.
10. The Landlord stated that he will only hold Ms. Bradovka liable for the rent arrears during the period for which he believes she was still a tenant, but not for arrears after that time. However, when asked to show where in the N4 notice, or in the L1 application, or in any other document submitted to support his L1 application, his claimed separation of liability exists, he was not able to do so.
11. I also noted that the N4, the L1 and the L1 update sheet were all prepared and filed by the Landlord's legal representative. In response, the Landlord indicated that due to financial reasons, he did not engage his legal representative for the later filed, L3 application.
12. Based on the submissions before me at this hearing, I find that the Request to Review contains a valid reason for the request to be granted. That is, I am persuaded on a balance of probabilities that the tenancy agreement between the parties has been a joint tenancy all along, that is one tenancy with two tenants, the Tenant (MF) and Laramie Bradovka.
13. I acknowledge the Landlord testified about a discussion he had with Ms. Bradovka recently. But I also acknowledge the Tenant testified about Ms. Bradovka helping him with a recent rent payment and about Ms. Bradovka planning to return to the unit in August 2026. Ms. Bradovka was not present to provide direct testimony and she did not submit anything for this hearing that could have been considered by me. The evidence that tipped the balance of probabilities here is the Landlord's L1 case file, which clearly shows the Landlord has set out that there are two tenants under one tenancy, a joint tenancy.
14. The request to review is granted. As a result, the L3 Order, that is LTB-L-011691-26-SA-AM2 issued on April 20, 2026 is set aside, and I then considered the merits of the original L3 application.

Merits of the Original Application

15. I note that section 37 of the *Residential Tenancies Act, 2006* (the 'Act') states that a tenancy can only be terminated in accordance with the Act. According to section 37, a tenancy can be lawfully terminated by a notice of termination or an agreement to terminate. An L3 application is about the latter.
16. Based on the foregoing submissions, it was undisputed the Landlord and the Tenant, MF, signed an N11 agreement to terminate the tenancy as of February

1, 2026 and the Tenant did not move out of the rental unit by the termination date set out in the agreement. That N11 was the basis for the L3 filing.

17. However, the Landlord and the Tenant did not enter into a valid agreement to terminate the tenancy because the second tenant to the tenancy, Laramie Bradovka, did not sign that N11 agreement, neither did she enter into any other agreement with the Landlord to remove her as a tenant of the tenancy or more generally, for termination of the tenancy.
18. No substantive evidence was submitted by the Landlord, other than his testimony, to show that there had been a change in the joint tenancy for the rental unit.
19. The Landlord did attempt to refer to witness statements he had submitted. I saw these were submitted on June 16, 2026 at 7:35 pm into the Tribunals Ontario Portal (TOP). I find those submissions were made well outside the time permitted for disclosure under LTB Rule 19.1. I did not enquire whether the Landlord served a copy of those statements on the Tenant. It was evident to me the Tenant would not have any reasonable time to read, consider or react to them. Even if they had been allowed through, none of those statements was authored by Laramie Bradovka – they were statements (not sworn before a notary public or commissioner of oaths, but there were third party witness signatures) from the Landlord's family and another tenant and they would have been at best hearsay evidence.
20. The Tenant's evidence comprised his testimony and a reference to a relevant associated case file. From his testimony, I was persuaded on a balance of probabilities that at the very least, MF did not and does not speak for Ms. Bradovka.
21. If I had only to consider the parties' conflicting testimonies, it would have been a much more difficult determination to make in respect of the validity of the N11 agreement. On the testimonies alone, I would have had to determine whether Ms. Bradovka had truly vacated the rental unit and the Landlord had agreed to remove her as a tenant, or, Ms. Bradovka had moved out temporarily (albeit for one year), wanting to keep her part of the tenancy intact.
22. It was the referenced associated case file that made a decisive difference in respect of the conflicting testimonies.
23. Factually, the Landlord's L1 application under LTB-L-009258-26 clearly names two tenants in one tenancy for the rental unit. As of January 2026 when the N4 and L1 were served/filed, those two tenants were and are MF and Laramie Bradovka.

24. The L1 case file clearly evidences a current, joint tenancy, which I find to be the current situation. Therefore, the N11 agreement cannot be valid; Laramie Bradovka was not named therein and she did not sign the agreement. As well, there is no evidence to show that at any time, the Landlord released Ms. Bradovka from the tenancy.
25. I find that both MF and Laramie Bradovka would have needed to sign an N11 agreement in order for it to have due effect. Consequently, the L3 application cannot succeed.
26. I make note that at the end of the hearing, the parties requested mediation services with a DRO. I engaged one of the LTB's DROs (M. Dairo) who went into a private breakout room with the parties. Unfortunately, the parties returned from mediation, unsuccessful.

It is ordered that:

1. The request to review order LTB-L-011691-26-SA-AM2 that issued on April 20, 2026 is granted.
2. Interim order LTB-L-011691-26-SA-AM2-RV-IN that issued on April 21, 2026 is cancelled.
3. Order LTB-L-011691-26-SA-AM2 that issued on April 20, 2026 is cancelled and replaced by the following:
4. The Landlord's L3 application is dismissed.

June 22, 2026
Date Issued

Alex Brkic
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.