



Order under Section 69 Residential Tenancies Act, 2006

Citation: Preston v Geniole, 2026 ONLTB 48633

Date: 2026-06-19

File Number: LTB-L-107656-25

In the matter of: 1671 CONCESSION RD 10
BRECHIN ON L0K1B0

Between: Lakeview Realty Inc. C/O Landlord
Michael J. Preston

And

Michael P. Geniole Tenants
Kim Harrington
Jeffery Giniole

Michael J. Preston (the 'Landlord') applied for an order to terminate the tenancy and evict Michael P. Geniole, Kim Harrington and Jeffery Giniole (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 27, 2026. The Landlord, the Landlord's witness, Mark Preston ('M.P'), and the Tenants, attended the hearing.

The application was amended to change the Landlord name to Lakeview Reality Inc. C/O Michael J. Preston and to add Jeffery Giniole as a named Tenant to this application. This order reflects that change.

Determinations:

Preliminary Issue 1: Adjournment Request.

1. The Tenants requested an adjournment as they stated they needed more time to review the arrears being claimed by the Landlord and to raise their issues pursuant to section 82 of *Residential Tenancies Act, 2006* (the 'Act'). As explained below, the Tenants' requests were both denied.
2. This was the second hearing the Board had scheduled this application. The initial hearing date was March 4, 2026, which was adjourned due to insufficient time remaining in the hearing block.

3. Section 82 of the Act allows the Tenants to raise any issue that would otherwise be the subject matter of their own application. However, in order to do so, the Tenants must give advance written notice to the Landlord- which the Tenants failed to do. They also could not provide me with a reasonable explanation as to why they could not do so. Therefore, the request to raise their claims pursuant to section 82 was denied. If the Tenants feel like they have issues they wish to be addressed by the Board, they may file their own application.
4. As it pertains to the arrears in the application- the Tenants did not deny that they have not made any payments to the Landlord since the application was filed. Therefore, the calculation of the arrears owed was simple. As this was the second time this application was before the Board, the Tenants were given additional time which could have been used to prepare themselves for the hearing. I did not find this to be a reason to adjourn the application for a third time- this request was also denied.

Preliminary Issue 2: Parties to the Application.

5. The Tenants raised a preliminary issue that not all tenants subject to the tenancy were included in the application. Therefore, it must be dismissed. As explained below, the Tenants' request is denied.
6. The Tenants say that the tenancy agreement did not include all of the names of the tenants who intended to live in the rental unit. J.G testified on behalf of one of the two named Tenants, Kim Harrington (who was also his spouse). He stated that the tenancy agreement was missing his name and that at the inception of the tenancy there were originally 4 individuals residing in the rental unit contributing to the monthly rent.
7. A copy of the tenancy agreement was provided and reviewed during the hearing. The lease agreement names Michael P. Geniole and Kim Harrington. The Landlord testified that those included on the tenancy agreement was intentional. Those were the two individuals whose income was verified in order to determine whether the Tenants could financially afford the rent. Michael was gainfully employed in construction and Kim Harrington received income through Ontario Works.
8. It is true that the rental unit was intended for the 'family'. The Tenants are mother and son, J.G is the spouse of Kim Harrington and the father of Michael P. Geniole, the other individual (who did not attend the hearing) was Michael's at the time girlfriend. However, that does not make those individuals tenants. Deciding to split the rent among the Tenants and occupants is not so uncommon in residential tenancies, but again does not automatically bestow rights of a tenant onto that of an occupant.
9. However, I find that J.G falls into the definition and meaning of Tenant. I say this because the Landlord treated J.G, Michael P. Geniole, and Kim Harrington collectively as tenants. The Landlord communicated communally with them, they knew that he was the spouse of Kim Harrington, and when Michael asked to be removed from the tenancy it was contingent on "all 3 tenants" moving out, and there was some evidence presented at the hearing to suggest that J.G's initials were given and signed on the tenancy agreement. In light of all things considered, I do not find it unreasonable to conclude that J.G was more akin to a tenant than an occupant, therefore the application is amended to include them as a Tenant.

10. Although the N4 did not name Jeffery Geniole as a Tenant initially- I do not find that this error renders the notice invalid given the language of 212 of the Act. It is apparent that the error in the contents of the form did not significantly prejudice the Tenants' (collectively) ability to participate in the hearing. J.G always held himself out to be a tenant, his position stayed consistent, he was actually the one providing the majority of the testimony during the hearing and who participated the most.

Preliminary Issue 3: Removing Michael P. Geniole from the Application.

11. The Tenants requested that Michael P. Geniole be removed from the application as he signed an N11 with the Landlord and vacated the rental unit on March 30, 2025. However, that N11 is not a valid agreement to terminate the tenancy as there was no real meeting of the minds with respect to that agreement.
12. I say that because the parties were not aligned in their interests. The Landlord wanted the tenancy to be terminated between all of the Tenants and the rent arrears to be paid back, Michael wanted to terminate only his interest and that he not remain liable for arrears that may accrue after he vacated (but understood he was still responsible for the already accrued arrears). J.G and Kim Harrington wanted the tenancy to continue. As such, I do not find that the N11 agreement to terminate was valid. Michael remained in possession of the rental unit on the date the application was filed and so he shall not be removed. If the Tenants among themselves wish to apportion who is responsible for specific arrears for different periods of time they may do so amongst themselves, but the Landlord is entitled to jointly collect the rent from all named Tenants in this order.

L1 Application

13. The Landlord 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.
14. As of the hearing date, the Tenants were still in possession of the rental unit.
15. As explained below, I find that the lawful rent is \$2,870.00. It is due on the 1st day of each month.
16. The Tenants disputed receiving a notice of rent increase ('NORI') that took affect in October 2025. The Landlord called M.P as a witness who testified that they served the NORI by handing the document to an apparently adult person in the rental unit.
17. M.P relied on the certificate of service that was prepared around the time the document was given. The certificate of service outlines the method of service and says that the NORI was served on May 29, 2025. M.P also relied on a time sheet which is a business document that outlines the hours and days that he worked and the tasks performed on each day. The time sheet was consistent with the testimony and the certificate of service. Therefore, I find on a balance of probabilities that the NORI was given to the Tenants in accordance with the Act and that the NORI is valid. Therefore, I also find that the rent is \$2,870.00 per month commencing October 1, 2025.

18. Based on the Monthly rent, the daily rent/compensation is \$94.36. This amount is calculated as follows: \$2,870.00 x 12, divided by 365 days.
19. The Tenants have not made any payments since the application was filed.
20. After the application was filed, the Tenant received a credit of \$400.00 which represents a pet deposit that the Landlord collected illegally. It was applied to the outstanding arrears.
21. The parties agree that the rent arrears owing to May 31, 2026, are \$19,760.00.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
23. The Landlord collected a rent deposit of \$2,800.00 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.
24. Interest on the rent deposit, in the amount of \$114.30 is owing to the Tenant for the period from August 26, 2024 to May 27, 2026.
25. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
26. As already mentioned, the Tenants are not aligned in interest. Michael is no longer in possession and would like the arrears to no longer accrue. At the end of the hearing, the remaining Tenants indicated that they did not wish to propose a payment plan as they were not currently working. Based on the limited financial means of the Tenants, I do not find that the tenancy is viable.
27. The Tenants have not made any payments since the application was filed and the arrears are in excess of \$22,000.00. The Tenants have been given a short extension of time, given the issuance of this order. No further time shall be given.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$22,816.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$16,709.42. 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.
6. The Tenant shall also pay the Landlord compensation of \$94.36 per day for the use of the unit starting May 28, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does 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.
8. 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.
9. 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.

June 19, 2026
Date Issued

Curtis Begg
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 to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$23,030.00
Application Filing Fee	\$186.00
Less the amount of the credit that the Tenant is entitled to	- \$400.00
Total the Tenant must pay to continue the tenancy	\$22,816.00

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

Rent Owing To Hearing Date	\$19,837.72
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,800.00
Less the amount of the interest on the last month's rent deposit	- \$114.30
Less the amount of the credit that the Tenant is entitled to	- \$400.00
Total amount owing to the Landlord	\$16,709.42
Plus daily compensation owing for each day of occupation starting May 28, 2026	\$94.36 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	