



Order under Section 69 Residential Tenancies Act, 2006

Citation: 169 Borden Inc. v Kaur, 2026 ONLTB 46170

Date: 2026-06-22

File Number: LTB-L-099490-25

In the matter of: 302-169 Borden Ave. N.
Kitchener, ON N2H0E2

Between: 169 Borden Inc. Landlord

And

Anureet Kaur Tenant
Dilan Patel
Gurnoor Bhullar
Tushnar Vedi

169 Borden Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Anureet Kaur, Dilan Patel, Gurnoor Bhullar and Tushnar Vedi (collectively the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on May 15, 2026.

The hearing was attended by the Landlord's Legal Representative, Daniel Abraham; the Landlord's Agent, Lu Walker, Tenant, Tushnar Vedi and Gurnoor Bullar, and Sachan Malik who appeared as the Legal Representative for Tenants Dilan Patel and Anureet Kaur.

Preliminary Issue:

Status of Joint Tenancy

1. For the reasons that follow, I find that all four named Tenants remained joint tenants of the rental unit until March 15, 2026, the date the final occupants vacated and vacant possession was returned to the Landlord. Therefore, all four named Tenants are jointly liable for the rent arrears.

2. The tenancy commenced on July 1, 2024, between the Landlord and the four named Tenants. Tenants Kaur and Patel vacated the rental unit on June 30, 2025, while Tenants Bhullar and Vedi remained in possession until March 15, 2026.
3. The Landlord filed the L1 application on November 27, 2025. It is not in dispute that at that time, Tenants Bhullar and Vedi remained in possession of the rental unit.
4. The Legal Representative for Tenants Patel and Kaur submitted that these Tenants vacated the rental unit on June 30, 2025, and have since been paying rent for another residence. He argued that it would be unfair to hold them liable for rent after October 31, 2025, as they were no longer residing in the rental unit and the Landlord was aware that they had vacated.
5. The first issue before me is whether the Tenants Patel and Kaur lawfully terminated their interest in the tenancy before the Landlord filed this application. If the answer is no, the next question I must consider is whether the LTB has the authority to order the Tenants Patel and Kaur to pay rent arrears.

Alleged Severance of Joint Tenancy

6. The documentary evidence provided by Tenants Kaur and Patel (DOC-7947944) establishes the following timeline:
 - a) June 30, 2025 – Tenants Kaur and Patel vacated the rental unit
 - b) July 3, 2025 – Tenant Kaur emailed the Landlord's Agent advising that two tenants had moved out and requesting information regarding the transfer of lease responsibilities. None of the other Tenants were copied.
 - c) July 4, 2025 – The Landlord's Agent requested confirmation that the remaining occupants would assume sole responsibility for the tenancy.
 - d) July 7, 2025 – Tenants Anureet Kaur and Dilan Patel executed a document purporting to transfer their lease obligations to Amanpreet Kaur for the period of July 1, 2025, to August 31, 2025. Although signed by those three individuals, the document was not executed by the Landlord or by the remaining named tenants, Gurnoor Bhullar and Tushnar Vedi.
 - e) August 30, 2025 – Tenant Anureet Kaur emailed the Landlord to formally request an assignment of the lease effective September 1, 2025. None of the other Tenants were copied.

- f) September 8, 2025 – Tenant Gurnoor Bhullar emailed the Landlord's Agent, copying all named Tenants (DOC-7970322), stating:

"We been having issues with lease transfers and all the rent stuff. We have been asking you about removing two tenants from the lease for the past 2-3 months and you kept saying we need to clear rent and then you can do it. Honestly, now all of us are really stressed and we would like to terminate the whole lease.

I spoke to Lu Walker, and I explained everything to her. October being our last month, which is already paid. So technically it is September 1 which you say bounced back but I didn't get it in my account yet, which is technically paid from my side but once the bank clears it up, I'm ready to cooperate and if needed I'll pay you again if it bounce back.

Looking forward to send termination form as soon as possible."

- g) September 18, 2025 – In response to the September 8, 2025, email, the Landlord provided N11 Agreements to End the Tenancy with a proposed termination date of October 31, 2025.
- h) November 7, 2025 – The Landlord's Representative confirmed that Tenants Kaur and Patel had signed the N11 agreements and that Tenants Bhullar and Vedi remained in possession of the rental unit after October 31, 2025.
7. The Landlord's Agent testified that she understood the Tenants intended to terminate the tenancy effective October 31, 2025. She therefore provided an unsigned N11 Agreement to End the Tenancy and subsequently received signed copies from just the Tenants Anureet Kaur and Dilan Patel. However, she did not receive signed agreements from Tenants Bhullar or Vedi. The Landlord never executed the N11, and at no time did she advise any of the Tenants that the joint tenancy had been severed or terminated.
8. Tenant Vedi testified that he never received the N11 Agreement, and both Tenants Bhullar and Vedi confirmed that they neither signed nor returned such an agreement to the Landlord.
9. Tenants Bhullar and Vedi further testified they had agreed to sever the tenancy only after the rental arrears had been paid in full. The parties agreed that the arrears were fully paid on September 9, 2025.

Analysis

10. Based on the evidence before me, and on a balance of probabilities, I make the following findings

- a) Tenants Anureet Kaur and Dilan Patel vacated the rental unit on or about June 30, 2025. However, under the RTA this did not result in the lawful severance of their interest in this ongoing joint tenancy, in the absence of agreement by the Landlord and the other Tenants. There is nothing in the Act that provides that a joint tenant can unilaterally end their interest in an ongoing joint tenancy, absent the specific circumstances set out section 47.1 of the Act which are not applicable in these circumstances.
- b) Tenants Anureet Kaur and Dilan Patel did not provide the Landlord with any effective notice terminating their obligations under the tenancy until they executed the N11 Agreement on September 18, 2025. If they believed their obligations had already been severed in June or July 2025, there would have been no reason for them to execute an agreement intended to terminate the tenancy effective October 31, 2025.
- c) The N11 Agreement was never executed by the Landlord and was not signed by all joint tenants. Consequently, no binding agreement to terminate or partially terminate the joint tenancy occurred.
- d) The July 7, 2025, document purporting to transfer lease obligations was not executed by the Landlord or by all parties to the original tenancy agreement and therefore could not alter the obligations arising under the joint tenancy.
- e) There was no valid assignment, transfer of obligations, or agreement severing the joint tenancy. The evidence demonstrates that the Landlord consistently treated the tenancy as continuing and never agreed to release any individual tenant from liability. Consequently, I find that all four named Tenants remained joint tenants until March 15, 2026, when vacant possession of the rental unit was returned to the Landlord. As a result, all four Tenants are joint and separately liable for the rent arrears outstanding to that date.

11. I must next consider whether I can order the Tenants Anureet Kaur and Dilan Patel to pay the rent arrears in this order

12. The Tenants Anureet Kaur and Dilan Patel vacated the rental unit on June 30, 2025, which is before the Landlord filed this application on November 27, 2025.

13. The Landlord's claim for rent arrears is made under section 87(1) of the *Residential Tenancies Act, 2006* which states:

A Landlord may apply to the Board for an order requiring a tenant or former tenant to pay arrears of rent if:

(a) the tenant or former tenant did not pay rent lawfully required under the tenancy agreement; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 18 (1) of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force.

14. Section 87 (1.1) of the Act states that:

An application under subsection (1) may be made,

(a) While the tenant is still in possession of the rental unit; or

(b) No later than one year after the tenant or former tenant ceased to be in possession of the rental unit.

15. Thus, under subsection 87(1)(b) of the Act a landlord may apply to the LTB for rent arrears against a tenant no longer in possession of a rental unit so long as the tenant ceased to be in possession on or after September 1, 2021 (the date this provision took effect) , and the Landlord filed this application no later than on year after the tenant vacated. In this case, the Tenants Kaur and Pate vacated after September 1, 2021, and this application was filed within one year of the date they vacate.

16. Normally, a landlord must file a L10 application against a tenant who has vacated the rental unit and must also serve the tenant with the application and a notice of hearing. However, in the circumstances of the case, I find that it is unnecessary to require the Landlord to re-file an L10 application for arrears against the Tenants Kaur and Pate. I find that these Tenants received adequate notice of this hearing, attended the hearing, were provided an opportunity to participate in the proceedings, and gave their evidence. Therefore, it would not be unfair to treat the claims against Kaur and Pate as an L10 with this L1 application. This is also consistent with section 183 of the Act which directs the Board to adopt the most expeditious method of determining the questions arising in a proceeding that affords all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

17. At the hearing, I informed the parties of this preliminary determination under section 87 of the Act. The Landlord's Representative agreed that there was no clearly established severance date and accepted that all four Tenants remained liable for the outstanding rent, making no further submissions on the issue.

Determinations:

18. 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.
19. The Tenant was in possession of the rental unit on the date the application was filed.
20. The Tenant vacated the rental unit on March 15, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit.
21. The lawful rent is \$3,113.08. It was due on the 1st day of each month.
22. The Tenant has not made any payments since the application was filed.
23. The rent arrears owing to March 15, 2026, are \$17,099.84.
24. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
25. The Landlord collected a rent deposit of \$2,963.08 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
26. Interest on the rent deposit, in the amount of \$117.72 is owing to the Tenant for the period from July 3, 2024, to March 15, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of March 15, 2026, the date the Tenant moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$14,205.04. 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 July 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.

June 22, 2026
Date Issued

Ken Audziss
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.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Schedule 1
SUMMARY OF CALCULATIONS

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

Rent Owing to Move Out Date, March 15, 2026	\$17,099.84
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,963.08
Less the amount of the interest on the last month's rent deposit	- \$117.72
Total amount owing to the Landlord	\$14,205.04