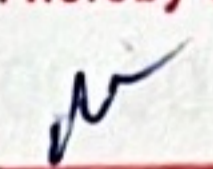


Order under Section 69
Residential Tenancies Act, 2006

File Number: TEL-00234-19

In the matter of: 1104 VENUS CRESCENT
OSHAWA ON L1J6E4

Between: Gerry Kuo

I hereby certify this is a true copy of the Order Landlord
(Name of Document)

(Nahil Zaver)
(Signature of Staff Member)

and

Audrey Perron
Brienne Tyrrell

JUN 28 2019

LANDLORD AND TENANT BOARD

Tenants

Gerry Kuo (the 'Landlord') applied for an order to terminate the tenancy and evict Audrey Perron and Brienne Tyrrell (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard in Whitby on June 26, 2019.

The Landlord, the Landlord's spouse, Heather Kuo, the Landlord's agent, Pauline Kelly, and the first-named Tenant above attended the hearing.

Determinations:

1. This application involves a joint tenancy. Both parties signed the tenancy agreement and are jointly and severally liable for the rent.
2. The Tenant who attended the hearing says she moved out in January of 2019. She essentially seeks to escape liability for the rent arrears now owing because she stopped living in the unit in January of 2019 and the Landlord was aware of that.
3. The parties agree that they did not enter into an agreement to terminate the tenancy, it was not terminated by Board order, and after the first-named Tenant moved out the Landlord did not enter into a new tenancy agreement with the second-named Tenant as the sole tenant.
4. The *Residential Tenancies Act, 2006* (the 'Act') permits one joint tenant to sever a joint tenancy by notice but only in very specific situations involving domestic violence or child abuse. (See sections 47.1(2) and 47.2.) None of those situations apply here. As a result, both Tenants continue to be jointly and severally liable for the rent.
5. On June 6, 2019, the remaining Tenant moved out and the Landlord went back into possession. As a result, the request in the application for an eviction order is no longer necessary.

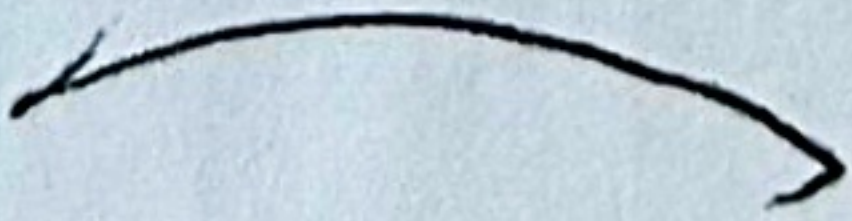
6. There is no dispute that the Tenants have not paid the total rent the Tenants were required to pay for the period from February 1, 2019 to June 6, 2019.
7. The arrears of rent and daily compensation owing for the period ending June 6, 2019 total \$5,545.89.
8. The Landlord incurred costs of \$175.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,500.00 from the Tenants and this deposit shall be applied to the rent due for the last month of the tenancy pursuant to s. 106(10) of the Act.
10. Interest on the rent deposit is owing to the Tenants for the period from November 9, 2017 to May 31, 2019 totalling \$42.09. This amount shall also be offset against the rent arrears owing.
11. The total amount the Tenants owe the Landlord under this order is \$4,178.80.
12. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenants terminated effective June 6, 2019.
2. The Tenants shall pay to the Landlord \$4,003.80, which represents the amount of rent owing and compensation up to June 6, 2019, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$175.00 for the cost of filing the application.
4. If the Tenants do not pay the Landlord the full amount owing on or before July 9, 2019, the Tenants will start to owe interest. This will be simple interest calculated from July 10, 2019 at 3.00% annually on the balance outstanding.

June 28, 2019
Date Issued

Toronto East-RO
2275 Midland Avenue, Unit 2
Toronto ON M1P3E7



Ruth Carey
Vice Chair, Landlord and Tenant Board

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.