



Order under Section 69 Residential Tenancies Act, 2006

Citation: MEDALLION CORPORATION v SHIELDS, 2024 ONLTB 6942

Date: 2024-01-24

File Number: LTB-L-050286-23

In the matter of: 103, 1 Dean Park Road
Toronto ON M1B2W5

Between: MEDALLION CORPORATION Landlord

And

JOHNATHAN SHIELDS Tenants
KEVIN GIBSON

MEDALLION CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict JOHNATHAN SHIELDS and KEVIN GIBSON (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 21, 2023.

The Landlord's representative, Samuel M. Korman and the Tenants attended the hearing.

Determinations:

Preliminary Issues

1. At the start of the hearing, the Landlord's representative indicated that the tenancy had been terminated as of LTB Order LTB-L-020334-23, January 31, 2024, for persistently late rent payments. The last month's rent deposit accounted for in that order on that application as such there is no last month's rent deposit on this application.
2. I find that there is no prejudice to the Tenant to remove the last months rent deposit as it has been considered on another application in relation to the same tenancy.
3. The Landlord's representative requested to amend the L1 application as the daily compensation per diem claim on the L2 application started May 1, 2023. The amendment would change the period of the Landlord's arrears claim on the L1 from October 1, 2022 to June 30, 2023 to a claim starting on October 1, 2022 to April 2023.
4. I find that there is no prejudice to the parties to amend the application as the amount of arrears owing by the Tenants to the Landlord is reduced to an amount to reflect that portions of the arrears sought by the Landlord have already been accounted for in a different Board order.

Nature of the tenancy

5. The tenancy commenced on March 1, 2012. The rental unit was an apartment rented as a single rental unit. There were two Tenants named on the lease.
6. The Tenant, Kevin Gibson (KG) testified that they moved into the rental unit with then friend and they were both listed on the lease when the tenancy began on March 1, 2012. The Tenants agreed between themselves how the monthly rent would be split. The Tenant, KG testified that he paid his portion of the rent and should not be responsible for the portion that the Tenant, Johnathan Shields has not paid.
7. The Tenant Johnathan Shields (JS) testified that he has paid his portion of the rent and there is a dispute between him and KG. Neither party disputed signing the tenancy agreement.
8. The Landlord had attempted to negotiate the arrears with the Tenants however, the discussions have not resulted in the arrears being paid.
9. In a joint tenancy, all of the tenants share a single, undivided interest in the tenancy. There is a single tenancy agreement and all of the Tenants are jointly and severally liable for the payment of the entire rent of the rental unit.
10. The classic example of a joint tenancy is a property owned by two spouses. The spouses do not typically own percentages of the property, rather they share ownership of an entire property.
11. In the context of the Residential Tenancy Act, 2006 (the 'Act'), a more important feature of joint tenancy is that co-tenants do not have separate shares of the rent. They are jointly and severally liable to the Landlord for the entire rent, meaning that if the rent is not paid, the Landlord may pursue any of them for the full amount.
12. Since a joint tenancy is undivided, there is no obvious way to terminate one tenant's interest in it. In the present case, based on the evidence before me, the two named Tenants were jointly and severally liable for the payment of the monthly rent. At sometime, there was a discrepancy which led to a dispute between which Tenant was paying rent and which Tenant was not paying rent based on a separate agreement between the Tenants that did not involve the Landlord.
13. When the Landlord filed the L1 application, both Tenants were in possession of the rental unit, meaning they can both be named as Respondents in the application and are both responsible for any arrears owing to the Landlord.

Rent arrears determinations

14. 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.

15. As of the hearing date, the Tenants were still in possession of the rental unit.
16. The lawful rent is \$1,176.60. It is due on the 1st day of each month.
17. Based on the Monthly rent, the daily rent/compensation is \$38.68. This amount is calculated as follows: $\$1,176.60 \times 12$, divided by 365 days.
18. The Tenants have paid \$3,000.00 to the Landlord since the application was filed.
19. The rent arrears owing to April 30, 2023 are \$2,727.84.
20. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
21. There is no last month's rent deposit.
22. Based on the evidence before me, I find that the Tenants have paid all of the arrears and costs up to and including April 30, 2023 and have discontinued the application.

It is ordered that:

1. The Landlord's application is discontinued.

January 24, 2024
Date Issued

Camille Clyne
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 to void the eviction order and continue the tenancy if the payment is made on or before February 4, 2024

Rent Owing To April 30, 2023	\$2,727.84
Application Filing Fee	\$201.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$3,000.00
Total the Tenants must pay to continue the tenancy	-\$71.16