



**Order under Section 69/ 88.2  
Residential Tenancies Act, 2006**

**Citation:** Karnail Kaur Brar v Ramandeep Kaur, 2023 ONLTB 46381

**Date:** 2023-06-26

**File Number:** LTB-L-034272-22

**In the matter of:** 2nd and 3rd Floor, 403 VETERANS DR  
BRAMPTON ON L7A4Y9

**Between:** Karnail Kaur Brar Landlord

**And**

Dalbir Singh, Jaspreet Kajjal, Punia Navjot Tenants  
and Ramandeep Kaur

Karnail Kaur Brar (the 'Landlord') applied for an order to terminate the tenancy and evict Dalbir Singh, Jaspreet Kajjal, Punia Navjot and Ramandeep Kaur (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

AND

Karnail Kaur Brar (the 'Landlord') applied for an order to terminate the tenancy and evict Dalbir Singh, Jaspreet Kajjal, Punia Navjot and Ramandeep Kaur (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the number of persons living in the unit on a continuing basis is more than permitted by health, safety or housing standards.

Karnail Kaur Brar (the 'Landlord') also applied for an order requiring Dalbir Singh, Jaspreet Kajjal, Punia Navjot and Ramandeep Kaur (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Karnail Kaur Brar (the 'Landlord') also applied for an order requiring Dalbir Singh, Jaspreet Kajjal, Punia Navjot and Ramandeep Kaur (the 'Tenants') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The

damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on June 15, 2023.

The Landlord, the Landlord's representative Ian Gardner, the Tenants representative Jasleen Narula and Tenants Dalbir Singh, Jaspreet Kajjal, and Ramandeep Kaur attended the hearing.

**Determinations:**

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment 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.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on July 1, 2022. Rent arrears are calculated up to the date the Tenants vacated the unit.
4. The lawful rent is \$2,500.00. It was due on the 1st day of each month.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to July 1, 2022 are \$5,382.19.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Landlord is seeking rent arrears to July 1, 2022, the date the last of the Tenants, Punia Navjot vacated the rental unit and submits that this is a joint tenancy.
10. The Tenants in attendance at the hearing submitted that they vacated the rental unit on February 28, 2022 and should only be responsible for arrears up to that date. Furthermore, submitting that the Landlord was notified of their intent to vacate the rental unit and "thanked them for their email."
11. The Landlord submitted that the email acknowledgment was not an acceptance of termination of lease nor waiving of rent due under the terms of the lease agreement.
12. The Standard Form of Lease submitted into evidence lists the names of the four (4) Tenants as noted in the application before me. The term of the lease commenced on January 1, 2022 and ended on December 30, 2022.
13. The amount of the rent to be paid in the lease agreement is \$2,500.00, while a deposit of \$2,500.00 was collected at the time of signing of the lease, the parties agreed that the deposit was allocated as rent for the month of March 1, 2022.
14. At common law, there were two types of co-tenancies: joint tenancies, and tenancies in common. The Board has consistently held that both types of cotenancies still exist under

the RTA. In determining the legal relationship between two or more co-tenants, the first question that must be asked is whether they are joint tenants or tenants in common.

15. Except for sections 47.1 - 47.4 of the RTA, which provide for specific rules in circumstances where a tenant is experiencing domestic violence or abuse and outlines explicit provisions regarding joint tenancies, joint tenancies are not defined in these sections.
16. Aside from sections 47.1 - 47.4, the RTA refers to tenants and tenancies in the singular. It is necessary to look to the common law for the definitions of joint tenancies and tenancies in common.

### Joint tenancy

17. In a joint tenancy, all the tenants share a single, undivided interest in the tenancy. At common law, 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 the entire property.
18. In the context of the [RTA](#), a joint tenancy is one where the 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. The Board has consistently held joint tenants to be jointly and severally liable for the whole rent, because the tenants share an interest in the entire tenancy rather than holding partial shares of it.

### Termination of a joint tenancy

19. Where a joint tenancy is terminated under the RTA, it is terminated for all the tenants. This is because the tenancy is a single undivided interest. Except for the special circumstance noted in sections 47.1- 47.4, there is no provision in the RTA for the termination of only part of a joint tenancy.
20. Based on my review of the facts and evidence before me, I conclude as I did at the time of the hearing that this is a joint tenancy as such I will not proceed to review of tenancies in common. In the context of the current case, this means that if a landlord obtains an order for arrears of rent because one of the joint tenant's contravened the [RTA](#), that is, they did not pay the rent owed as per the lease agreement, the liability arising from the order will be shared amongst all the joint tenants.

### L2 application / N5 notice

21. At the time of hearing the Landlord withdrew their L2 application based on the N5 notice of termination.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated as of July 1, 2022, the date the last Tenant moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$5,568.19. 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. 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 7, 2023, the Tenants will start to owe interest. This will be simple interest calculated from July 8, 2023 at 6.00% annually on the balance outstanding.

**June 26, 2023**

**Date Issued**

\_\_\_\_\_  
Alicia Johnson

Member, Landlord and Tenant Board

15 Grosvenor St, 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 as the tenancy is terminated**

Rent Owing To Move Out Date	\$5,382.19
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$0.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$5,568.19</b>

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