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Maximum Global Solutions Inc. v Tong, LTB-L-009326-26

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Order under Section 77
Residential Tenancies Act, 2006

File Number: LTB-L-009326-26

In the matter of: 222 LADYSLIPPER DR
WATERLOO ON N2V0E2

Between: Maximum Global Solutions Inc. Landlord

And

Ming Tong Tenant
Mariia Sobchuk

Maximum Global Solutions Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ming Tong and Mariia Sobchuk (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

The Board declined to issue an ex parte order, instead a hearing was held to consider this application.

This application was heard by videoconference on March 16, 2026.

The Landlord's agent Maxim Kharitonov, Landlord's agent Anastasia Bershadski, and the Tenants attended the hearing

Agreed Facts:

1. The parties agreed on multiple issues at the onset of the hearing. They are as follows:

    - The original tenancy agreement, which commenced on November 1, 2023, was entered into by Nirmal Veerasamy and Ajeetha Pandiyaraj c/o Maximum Global Solutions Inc. as landlords, and by Ming Tong and Mariia Sobchuk as tenants. This was a joint tenancy.

    - On consent, Akshaye Sajeev Nair, Jayden Seanv Mangaroo, Yi Wu Wang are removed from the L3 application as named parties.

    - On January 6, 2026, Ms. Sobchuk alone executed an N11 Notice to end the tenancy on January 1, 2026.

Determinations:

2. The Landlord applied to evict the Tenant based on the N11 Notice signed by Ms. Sobchuk. In considering this application, the Board must determine two issues: (1) whether Ms. Sobchuk remains a tenant under the lease agreement, and (2) whether one tenant may unilaterally terminate a joint tenancy.

3. At the hearing, the parties were reminded that the scope of the L3 application is narrow and limited to determining whether the tenancy should be terminated based on an alleged agreement to end the tenancy. The Landlord's agent confirmed that an A2 application had been filed eight days before the hearing to address whether the rental unit was transferred in contravention of the Residential Tenancies Act (the *Act*). This A2 application was not brought forward and no determinations were made on it.

Is Ms. Sobchuk a tenant?

4. Ms. Sobchuk testified that she originally entered into the lease with Mr. Tong because they were in a relationship. After the relationship ended, she vacated the rental unit on February 27, 2024. In late 2025, she began receiving what she described as a "bombardment of information" from both the Landlord and Mr. Tong regarding the tenancy. To resolve the ongoing communication issues, she decided it would be simplest to "remove herself forever" from the situation and therefore signed the N11 Notice.

5. Ms. Sobchuk confirmed that she did not inform the Landlord that she had moved out until December 2025, during discussions related to the N11 Notice. She also acknowledged that she never returned the keys to the Landlord. It is her position that she is no longer a tenant.

6. The Landlord's agent, Mr. Kharitonov, submitted that Ms. Sobchuk remains a tenant because she never provided the Landlord with notice that she had vacated the rental unit. She is on the original lease and is contractually obligated to remain a tenant.

7. The Ontario Court of Appeal in *1162994 Ontario Inc. v. Bakker* 2004 CanLII 59995 (C.A.) considered the phrase "in possession" and determined that the Board shall look at factors such as access to the rental unit, use of the rental unit, and occupation of the rental unit, amongst other things. In *Bakker*, the Court finds:

> "[16] A "tenant in possession" must be a tenant as defined in s. 1 of the Act... The phrase "tenant in possession" must refer to a subset of the broader group identified as tenants
> under the Act. Not all tenants will be "tenants in possession". Some persons who qua lify as tenants under the Act will not be in possession of the rental unit and will, therefore, not be subject to an order under s. 86 [subsequently s.87 of the RTA].

….

> [21] There will be cases, although I would not think a great many, where a determination of whether the tenant was "in possession of the rental unit" at the time of the application will raise a difficult issue. In those cases, the Tribunal will have to decide, based on the evidence, where this is a sufficient connection between the rental unit and the tenant to permit a finding that the tenant was “in possession” of that rental unit.”

8. Section 202 of the Act states:

> **202** (1) In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,
> (a) may disregard the outward form of a transaction or the separate corporate existence of participants; and
> (b) may have regard to the pattern of activities relating to the residential complex or the rental unit.

9. Based on Ms. Sobchuk’s own evidence, it is clear that she considered herself a tenant as of January 6, 2026, when she executed the N11 Notice. She stated that her intention in signing the form was to “remove herself” from the tenancy. Her execution of the N11 in January 2026, combined with the fact that she did not inform the Landlord of her departure until December 2025 and has still not returned the keys, leads me to find, on a balance of probabilities, that Ms. Sobchuk remains a tenant.

10. I reach this conclusion because the substance of the situation demonstrates that Ms. Sobchuk herself believed she continued to be a tenant long after vacating the unit. As in *Bakker*, which was considered to underscore the relevant indicators involving connection to the rental unit, she exercised control over the tenancy by attempting to terminate it, which further supports the finding that she remains a tenant.

Can one tenant unilaterally terminate a joint tenancy?

11. It is undisputed that only Ms. Sobchuk executed the N11 Notice, despite Mr. Tong also being a tenant named on the lease. Accordingly, it is the Landlord’s burden to establish, on a balance of probabilities, that a single tenant may unilaterally terminate a joint tenancy.

12. In support of the Landlord’s position, Mr. Kharitonov relied on two authorities at the hearing: (1) *Hansen v. Ontario (Information and Privacy Commissioner)* and (2) *Soufan v. CAW (Local 27) Non-Profit Housing Corp.* I questioned the Landlord as to whether these were legitimate authorities as I was unaware of either citation. The Landlord assured the Board they were genuine and was therefore permitted to upload the cases to TOP after the hearing for consideration. Instead of providing these two cited cases, the Landlord submitted

entirely new and different citations, without uploading the decisions relied upon at the hearing. As these new materials were not presented during the hearing, and as the Tenant had no opportunity to respond, the new submissions will not be considered.

13. After conducting an exhaustive search, neither of the two authorities relied upon by the Landlord appears to exist. It appears that the Landlord's agent may have relied on artificial intelligence, which generated fictitious legal citations. The Landlord's reliance on non-existent authorities resulted in unnecessary use of the Board's time during and after the hearing. This conduct will be addressed further below.

14. The Landlord's fundamental argument is that as long as one tenant executes an agreement to terminate the tenancy it ought to bind all the tenants. I do not agree with this position. In *TNL-94159-17 (Re)*, 2017 CanLii 60329, the Board considered this issue. The Board found at paragraphs 9-12:

> "9. The interpretation of subsection 77(1)(a) in a joint tenancy is not settled law. However, in a number of recent decisions, the Board has found that to terminate a joint tenancy, all the tenants as well as the landlord must agree to the termination. In my view, that is the correct approach. This tenancy was formed by a three-party agreement between I.H., B.H., and the Landlord. The agreement of all three parties would also be required to dissolve it. To hold otherwise would be to effectively permit I.H. and the Landlord to evict B.H. without notice, without any grounds, and without her consent.
>
> 10. My interpretation is consistent with the common law that governed residential tenancies before modern legislation was enacted. At common law, there was a general principle that "any legal act, eg., a conveyance or lease of the land, or a surrender of the lease requires the participation of all the joint tenants; one cannot dispose of it by himself, for he by himself has not the whole estate in it" (quoted in *Soucy v. Milton Heights Inc.,* 2015 SKQB 126 (CanLII)).
>
> 11. At common law, there was an exception for periodic tenancies. A periodic tenancy could be terminated by a landlord or tenant simply giving notice that they would not renew the tenancy for another month. Since any party could terminate the tenancy by unilateral notice of non-renewal, the agreement of all the tenants was not required. That type of residential tenancy no longer exists in Ontario. Pursuant to sections 37 and 38 of the RTA, a periodic tenancy renews automatically and cannot be terminated except in accordance with the procedures in the RTA.
>
> 12. In my view, the Legislature intended that the general common-law principle, that a joint tenancy cannot be surrendered without the consent of all the tenants, would apply to tenancies under the RTA. There is nothing in the RTA to suggest otherwise, and sections 37 and 38 are intended to strictly limit the ways in which a tenancy can be terminated."

15. I adopt the analysis in *TNL-94159-17 (Re),* an N11 Notice requires all joint tenants to agree to terminate the tenancy. Both Ms. Sobchuk and Mr. Tong are parties to the lease, and I do not find that Ms. Sobchuk can bind Mr. Tong as it relates to the termination of tenancy. The unilateral actions of one tenant should not deprive others tenants of the security and certainty of tenure afforded by the Act.

16. As Mr. Tong did not agree to terminate the tenancy, the application is dismissed.

Costs

17. Due to Mr. Kharitonov's insistence that his two cited cases were authentic, the Board devoted considerable time after the hearing attempting to locate them. Additional time during the hearing was also spent addressing the legal principles he claimed these authorities supported.

18. It is a serious matter when a party appears at a hearing and relies on legal precedent that does not exist. Such conduct cannot be justified or tolerated, particularly in the modern era where artificial intelligence tools may generate fictitious citations if used improperly.

19. Interpretation Guideline #3 on Costs outlines circumstances in which Board costs may be awarded. The Board must consider whether a party has acted unreasonably in the course of the proceeding. Acting unreasonably includes making conscious choices that are unnecessary, unproductive, or that frustrate the hearing process.

20. Rule 23.4 of the Board's Rules of Procedure permits the Board to award Board costs where a party engages in unreasonable conduct, including conduct that causes undue delay or expense.

21. In light of the conduct described above, I find it appropriate to award Board costs against the Landlord in the amount of $250.00, which reflects 2.5 hours of Board time. This amount reflects the time spent by the Board attempting to verify the cases referenced in the Landlord's oral submissions, as well as the Landlord's unreasonable conduct in presenting legal authorities that cannot be located.

It is ordered that:

1. The L3 application is dismissed.

2. The Landlord shall pay costs of $250.00 to the Board on or before April 30, 2026.

March 25, 2026
Date Issued

_____
Brett Lockwood
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.