



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-099407-25

In the matter of: W3306, 185 MILLWAY AVE
CONCORD ON L4K0L2

Between: Millway Residences Inc. Landlord

And

Tressan Lackeisha Berry Tenant

Millway Residences Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tressan Lackeisha Berry (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 5, 2026.

The Landlord's Representative, Elisa Trelle, and the Tenant attended the hearing. Andrew David Zoratti also attended the hearing as he was named as a tenant in this application.

Determinations:

1. At the hearing, the named Tenant, Andrew David Zoratti, ("AZ"), testified that he never lived in the rental unit and never occupied the premises at any time. The Landlord's representative confirmed that the Landlord had not, before this hearing, understood that Andrew did not reside in the unit and had no prior notice that he was not living there. Andrew also confirmed that he had never provided any notice to the Landlord ending a tenancy, because in his view he was never actually a tenant in occupation.
2. Where a joint tenancy is terminated under the *Residential Tenancies Act, 2006* (the 'Act'), it is terminated for all tenants. This is because the tenancy is a single undivided interest. Aside from the limited exceptions in sections 47.1 to 47.3 of the Act where a tenancy can terminate their interest in a joint tenancy, there is no general provision in the Act for the termination of only part of a joint tenancy.
3. Sections 37 and 47 of the Act provide that a tenant may end their tenancy by agreement with the landlord or by giving a notice that meets certain criteria. In a joint tenancy, agreement or notice by all the joint tenants will meet the requirements of those sections.
4. Sometimes, one joint tenant wants to end a tenancy and the other does not. The tenant who wants to leave might give the landlord a notice to terminate the tenancy, or agree with the landlord to end the tenancy, without the consent of the other tenant.

5. Similarly, a joint tenant who unilaterally vacates a rental unit does not end their interest or responsibility in the joint tenancy. While not binding on me, I agree with the general conclusions regarding joint tenancies from *Osgoode Properties v. Northmore*, 2018 CanLII 153456 (ON LTB), including that a joint tenant who unilaterally vacates a rental unit does not “divest” themselves of that tenancy. In this case, on the evidence before me, AZ never took possession of the rental unit and therefore there is no clear date on which he “vacated” the premises for the purposes of these provisions. As a result, I am not satisfied that the statutory preconditions for making an order against a tenant who is not in possession have been met in AZ’s case. In these circumstances, it would not be appropriate for the Board to make any order against AZ, and he is removed as a party to this application.

It is ordered that:

6. Andrew David Zoratti is removed as a party to this application.
7. At the hearing, the Landlord sought to withdraw the application, and I consented to the request.
8. The application having been withdrawn; the LTB's file is closed.

February 12, 2026
Date Issued

Colin Elsby
Member, Landlord and Tenant Board

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