



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-L-082116-25-RV

In the matter of: 133 ALLEGRANZA AV
WOODBIDGE ON L4H4S1

Between: Ilya Bodyakin Landlord

And

CHARLES DELGADO Tenant

Review Order

Ilya Bodyakin (the 'Landlord') applied for an order to terminate the tenancy and evict CHARLES DELGADO (CD) (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-082116-25 issued on December 23, 2025.

On January 23, 2026, DAYANA GONZALEZ FLOREZ (DGF) requested a review of the order and that the order be stayed until the request to review the order is resolved.

On January 26, 2026 interim order LTB-L-082116-25-RV-IN was issued, partially staying the order issued on December 23, 2025 and directing the request to a hearing.

This request was heard by videoconference on March 2, 2026.

The Landlord's Legal Representative, S. Bogdanov, the Landlord, DGF's Legal Representative, M. Popova, and DGF attended the hearing.

Determinations:

Request for Review

1. In this request, DGF alleged that there is a serious error in the order or that a serious error occurred in the proceeding. She alleged that her testimony and evidence which supported her claim that she had not lived in the rental unit for a period of five years was completely disregarded.
2. Interim order, LTB-L-082116-25-RV-IN, issued on January 26, 2026 directed this matter to a hearing to determine if the Member seriously erred by failing to consider that the LTB

may not have jurisdiction to order DGF to pay arrears because DGF may not have been in possession of the rental unit at the time the application was filed.

3. At the review hearing, DGF testified that she vacated the rental unit on May 31, 2020 and left the keys with CD, the other named Tenant in this application.
4. The Landlord's Legal Representative did not dispute when DGF vacated the rental unit. However, he submitted that her obligation to pay rent did not cease as this is a joint tenancy and DGF could not unilaterally terminate the tenancy and end her obligations under the lease.

Law and Analysis

5. I have listened to portions of the hearing recording. At 2:20:40, the Tenant's Legal Representative submitted that DGF vacated the rental unit in May 2020 and at 2:22:53 DGF also provided testimony that she was not aware of any of this [rent arrears] for five years.
6. In the context of the *Residential Tenancies Act, 2006* (the 'Act'), 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 LTB 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.
7. 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. Therefore, although DGF vacated the rental unit in May 2020 and returned keys to her co-tenant, a finding that she has not lawfully terminated her interest in the joint tenancy would be reasonable.
8. However, the LTB's jurisdiction to order arrears against a tenant who has vacated is set out in section 87 of the Act which only permits the LTB to order arrears against a tenant or former tenant not in possession where:
 - the tenant or former tenant did not pay rent lawfully required under the tenancy agreement;
 - the tenant or former tenant vacated on or after September 1, 2021;
 - the application was filed within one year of the tenant vacating; and
 - the tenant or former tenant has been given notice of the application and hearing.
9. In this case, the criteria in section 87 of the Act was not satisfied as DGF vacated prior to September 1, 2021. Therefore, the LTB did not have jurisdiction to make an order against DGF.
10. Consequently, the request for review is granted as the order contains a serious error by ordering rent arrears to be paid by DGF.

11. DGF shall be removed as a party to the application.

It is ordered that:

1. The request to review order LTB-L-082116-25 issued on December 23, 2025 is granted.
2. Order, LTB-L-082116-25 issued on December 23, 2025 is only amended as follows:

DAYANA GONZALEZ FLOREZ is removed as a party (tenant) in this application.
3. Interim order, LTB-L-082116-25 issued on January 26, 2026, is cancelled and the stay is lifted immediately.

April 29, 2026
Date Issued

Lisa Del Vecchio
Member, Landlord and Tenant Board

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