



Order under Section 79 Residential Tenancies Act, 2006

Citation: CORP OF THE MUNICIPALITY OF GREENSTONE v Crowder, 2026 ONLTB 12190

Date: 2026-02-09

File Number: LTB-L-070422-25

In the matter of: Trailer 34, 202 Clarke Avenue West
GERALDTON ON P0T1M0

Between: CORP OF THE MUNICIPALITY OF GREENSTONE Landlord

And

Milan Crowder Tenants
Danaita Creighton

CORP OF THE MUNICIPALITY OF GREENSTONE (the 'Landlord') applied for an order to terminate the tenancy and evict Milan Crowder and Danaita Creighton (the 'Tenants') because:

- the Landlord believes that the Tenants abandoned the unit.

This application was heard by videoconference on February 3, 2026.

Only the Landlord's Legal Representative, Sabrina Gunter and the Landlord's Agent, Natasha Payeur, attended the hearing.

As of 9:30 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Board's Interpretation Guideline 4: "Abandonment of a Rental Unit" explains the concept of abandonment as follows:

Abandonment is a unilateral act by the tenant to relinquish their tenancy and give up possession of the rental unit without properly giving notice of the termination to the landlord. If the landlord is not sure whether or not a rental unit has been abandoned, they may file an application for determination of this issue with the Board; however, it should be noted the Board has no jurisdiction to issue an order for rent or compensation if a tenant is

no longer in possession of the rental unit (see section 87). In this case, the landlord may seek a remedy by applying to Court. Section 2(3) of the RTA provides that a rental unit is not considered abandoned where the tenant is not in arrears of rent. Even if there is evidence of abandonment, such as the furniture being removed, the landlord cannot treat the unit as abandoned before the end of the rental period if the rent is fully paid.

2. The uncontested evidence before me was that the Tenants were in arrears when the Application was filed on August 26, 2025. The Tenants have been in arrears of rent since May 2021. Moreover, the Landlord had to remove squatters via the authorities, and the rental unit has been boarded up since that time, and the Tenants have not contacted the Landlord or returned to the rental unit nor paid rent since May 2021.
3. I am satisfied based on the Landlord's Agent's uncontested evidence that the Tenants have abandoned the rental unit.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. There is no last month's rent deposit.
6. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated, as of February 3, 2026.
2. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
3. If the Tenants does not pay the Landlord the full amount owing on or before February 20, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 21, 2026 at 4.00% annually on the balance outstanding.

February 9, 2026
Date Issued

Panagiotis P. Roupas
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.