



Order under Section 79 Residential Tenancies Act, 2006

File Number: LTB-L-105055-25

In the matter of: 912, 1025 SCARLETT RD
ETOBICOKE ON M9P3V3

Between: Toronto Community Housing Corporation Landlord

And

Jathiyah Valentine Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Jathiyah Valentine (the 'Tenant') because the Landlord believes that the Tenant abandoned the unit.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on February 24, 2026.

Only the Landlord's legal representative John Edlund and the Landlord's witness Lindita Kola ('L.K') attended the hearing.

As of 11:06a.m., the Tenant was 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. For the reasons set out below, the tenancy is terminated as of the hearing date, February 24, 2026, because the Tenant has abandoned the rental unit.
2. Guideline 4 of the Board's Interpretation Guidelines defines "abandonment" as "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." The Landlord applied to the Board under section 79 of the *Residential Tenancies Act, 2006* (the "Act") because it believes that the Tenant has abandoned the rental unit.
3. Section 2(3) of the Act states that there can be no abandonment if the tenant is not in arrears of rent. At the hearing, the Landlord's witness L.K (a Tenant Services Coordinator with Toronto Community Housing and manages the building where the rental unit is

located) provided uncontested evidence that the Tenant has not paid any rent since July 4, 2025. Therefore, I find that there are arrears of rent outstanding.

4. L.K also provided the following evidence that the Tenant has abandoned the rental unit:

- In January 2025, L.K received a call from Montral Children Protection services who advised L.K that their office was trying to find the whereabouts of the Tenant and informed L.K that their office believed the Tenant may have left Canada.
- In July 2025, L.K directed the building superintendent to inspect the rental unit. On July 21, 2025, L.K received an email from the Superintendent advising that upon inspection of the rental unit, the Superintendent found no one inside. The Superintendent also advised L.K that the rental unit was cluttered – which I understand to mean the rental unit contained the Tenant's belongings.
- On July 22, 2025, L.K contacted the Tenants community service worker to ascertain the whereabouts of the Tenant. The community worker wrote an email to the Tenant and copied L.K on the email, requesting the Tenant to call L.K or respond to the email.
- On September 23, 2025- L.K issued a letter to the Tenant advising the Tenant that they were in arrears of rent and requested that the Tenant contact her. L.K put the letter in the Tenant's mailbox. L.K confirmed that she did not receive a response to this letter.
- On October 21, 2025, L.K conducted an inspection of the rental unit, and the rental unit was in the same condition as it was in July 2025.
- On October 27, 2025, L.K issued a Letter via mail to the Tenant advising that the Landlord believes the Tenant has abandoned the rental unit for reasons related to the fact that the Tenant has not paid rent since July 4, 2025, and based on the Landlord's observations of the rental unit during the inspection on October 21, 2025. L.K also advised in the letter that the Landlord would be changing the locks to the rental unit on November 7, 2025, and the Tenant can contact the Landlord to obtain the keys to the rental unit. L.K confirmed that the locks to the rental unit were changed on November 7, 2025, and claimed that the Tenant did not contact the Landlord to obtain the new keys to the rental unit.
- The previously issued notices of entry to the rental unit including the notice of entry for October 21, 2025, are still on the front door to the rental unit and they have not been removed by the Tenant.
- On February 13, 2026, L.K spoke with the superintendent of the building who advised her that neither him nor other tenants in the building had seen the Tenant in the residential complex.

5. Based on the Landlord's evidence, I am satisfied that it is more likely than not that the Tenant has abandoned the rental unit. I accept L. K's uncontested evidence. Her testimony was also corroborated by documentary evidence filed with the Board which include pictures of the rental unit taken during the inspection, emails and letters issued to the Tenant. While the rental unit contains the Tenant's belongings, I still find that there is an abundance of indicators of abandonment that outweigh this one fact and support the conclusion that the Tenant has abandoned the rental unit.
6. The Tenant did not attend the hearing to present any evidence or submissions in support of granting relief from eviction. Accordingly, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Landlord's legal representative is not aware of any circumstances which the Board should be aware of whether to refuse or delay eviction.
7. With respect to the claim for daily compensation, I find this not applicable in the circumstances of this case, and in any event the Landlord did not provide sufficient evidence in support of their claim. Thus, no daily compensation will be awarded.
8. The Landlord must comply with the requirements of section 42 of the Act with respect to disposing of the Tenant's property in the rental unit. For example, the Landlord may immediately dispose of anything unsafe or unhygienic in the rental unit; however, the Landlord must wait 30 days from the date of this order before disposing of the Tenant's other belongings.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, as of February 24, 2026.
2. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. If the Tenant does not pay the Landlord the full amount owing on or before March 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 16, 2026, at 4.00% annually on the balance outstanding.
4. The Landlord shall comply with the requirements in section 42 of the Act with respect to disposing of the Tenant's property in the rental unit.

March 4, 2026
Date Issued

Inderdeep Padda
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.