



## **Order under Section 79 Residential Tenancies Act, 2006**

**File Number:** LTB-L-089615-25

**In the matter of:** 204 Devonshire Ave  
Iroquois Falls ON P0K1E0

**Between:** Natalie Burey Landlord

**And**

Craig Simmons Tenant

Natalie Burey (the 'Landlord') applied for an order to terminate the tenancy and evict Craig Simmons (the 'Tenant') because the Landlord believes that the Tenant abandoned the unit.

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

Only the Landlord attended the hearing.

As of 2:06p.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 provided uncontested evidence that the Tenant has not paid rent since June 2025. She confirmed received partial payment of rent in June 2025, but after this month, she had not received any rent from the Tenant. Therefore, I find that there are arrears of rent outstanding.
4. The Landlord resides next door to the rental unit.

5. The Landlord presented the following evidence that the Tenant has abandoned the rental unit:
- On October 1, 2025, she observed a notice on the front door to the rental unit from a utility company that the electricity to the rental unit had been turned off for nonpayment of bills. At this time, she heard dogs inside the rental unit and contacted the Tenant via text message and social media (Facebook messenger) to advise him to let the dog's out and that the electricity to the unit had been turned off. The Landlord did not receive a response from the Tenant. The Landlord also contacted the Tenant's mother to advise her that the dog's are barking and that she should come to the rental unit to check on the dogs and that the electricity to the rental unit had been turned off by the electric company. The Landlord was advised by the Tenant's mother that she does not know where the Tenant is, and she has no contact with the Tenant as they do not talk anymore.
  - On October 1, 2025, the Landlord and the Tenant's mother entered the rental unit, and the Landlord observed a broken kitchen window, the Tenant's belongings, and dog feces throughout the rental unit. The Tenant's mother retrieved the Tenant's dogs.
  - On October 10, 2025, another inspection was conducted by the Landlord, and the state of the rental unit was the same as the inspection on October 1, 2025.
  - On October 20, 2025, the Landlord was advised by the Tenant's mother that she learned from a third party that the Tenant is residing in Timmins, Ontario.
  - Since the October 1, 2025, till December 2025, the Landlord has contacted the Tenant via text message (on a weekly basis) and Facebook messenger to which she has not received a response from the Tenant. The Landlord has not seen the Tenant at the rental unit, nor in the community, and has not heard from the Tenant since June 2025. As of January 2026, the Tenant's Facebook account is no longer active.
6. Based on the uncontested evidence presented by the Landlord, I am satisfied that it is more likely than not that the Tenant has abandoned the rental unit. Although the Landlord presented evidence that the Tenant has not returned the keys to the rental unit and has left his belongings in the rental unit (furniture, a television, TV, and a couch), I still find that there is an abundance of indicators that outweigh these two facts, and point to the fact that the Tenant has left the rental unit and does not intend to return.
7. 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 is not aware of any circumstances which the Board should be made aware of whether to refuse or delay eviction.
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**

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Inderdeep Padda  
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.