



Order under Section 79 Residential Tenancies Act, 2006

Citation: Dufferin Yorkdale Fitzrovia Inc. and Ontari Holdings Ltd. v Hamid, 2026 ONLTB 28715

Date: 2026-04-08

File Number: LTB-L-084586-25

In the matter of: S2503, 5 YORK GARDEN WAY
NORTH YORK ON M6A0G9

Between: Dufferin Yorkdale Fitzrovia Inc. and Ontari Holdings Ltd. Landlord

And

Usman Hamid Tenant

Dufferin Yorkdale Fitzrovia Inc. and Ontari Holdings Ltd. (the 'Landlord') applied for an order to terminate the tenancy because the Landlord believes that Usman Hamid (the Tenant) abandoned the unit.

This application was heard by videoconference on March 23, 2025. The Landlord's agent Ben Atwi, the Landlord's legal representative Kevin Lundy and the Tenant's agent Fatima Hamid attended the hearing.

Determinations:

1. The Landlord's application was filed on October 7, 2025, and asserts that the Tenant abandoned the rental unit and that this was first discovered on September 30, 2025.
2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. As such, the tenancy is terminated September 30, 2025.
3. The rental unit is located in a multi-residential apartment building.

Evidence:

4. The parties agree that the tenancy commenced on June 26, 2025, and was for a fixed term period ending on June 25, 2027. The Landlord entered into evidence a copy of the tenancy agreement (LL exhibit #1). Per the tenancy agreement, the named Tenant is the sole tenant / occupant of the rental unit.
5. Ben Atwi provided oral testimony at the hearing on behalf of the Landlord. Mr. Atwi is employed as a property manager for the residential complex.

6. The Landlord's agent testified that on or about July or August 2025, the Tenant's family advised the Landlord's staff that the Tenant was in the hospital, and that they were unsure if the Tenant would be returning to the rental unit.
7. The Landlord's agent stated that no notice of termination was served to the Landlord by the Tenant or an authorized agent, nor did the parties sign an agreement to terminate the tenancy.
8. Mr. Atwi testified that on September 30, 2025, the Landlord's staff conducted an inspect of the rental unit and found the unit to be vacant with no furniture remaining.
9. Mr. Atwi further stated that the Tenant has paid no rent to the Landlord since August 2025 and that the Tenant has not been seen back at the residential complex since the September 30, 2025 inspection.
10. On cross-examination, Mr. Atwi confirmed that he did not have any interactions with the Tenant or their family in the summer of 2025 and that these discussions were with the prior property manager Mathew Flemming and the onsite concierge.
11. The Tenant's agent Fatima Hamid provided oral testimony at the hearing. Ms. Hamid is the sister of the Tenant
12. Ms. Hamid testified that her brother experienced mental health concerns relating to Psychosis shortly after the tenancy commenced, which resulted in her brother being hospitalized as of July 16, 2025.
13. Ms. Hamid stated that the Landlord was advised on July 18, 2025, that her brother would not be returning to the rental unit by the Tenant's family and that the keys to the unit were returned a few weeks later. The Tenant's agent could not recall the exact date the keys were returned or the individual they were returned to, but stated that all furniture to the rental unit was removed at some point in late July 2025 or early August 2025.
14. The Tenant's agent confirmed that no written notice of termination was submitted to the Landlord nor was there an agreement to terminate the tenancy singed. The Tenant's agent also confirmed that there was no written correspondence submitted to the Landlord advising that the Tenant would not be returning to the rental unit after July 16, 2025.
15. The Landlord's agent stated that the Landlord has no records of keys being returned.

Findings & Analysis:

16. The Landlord's application is filed pursuant to section 79 of the *Residential Tenancies Act, 2006* (the Act):

79 If a landlord believes that a tenant has abandoned a rental unit, the landlord may apply to the Board for an order terminating the tenancy.
17. The Board's *Interpretation Guideline 4* entitled Abandonment of a Rental Unit states that "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.”.

18. Section 2(3) of the Act also provides that a rental unit is not considered abandoned where the tenant is not in arrears of rent.
19. Based on the evidence and submissions before the Board, I find that the Tenant has abandoned the rental unit and that this abandonment was discovered on September 30, 2025.
20. Although there is no dispute that the Tenant was hospitalized and not residing in the rental unit from July 2025 or that the Tenant’s family advised the Landlord of this hospitalization, there was insufficient evidence before the Board to find that the tenancy terminated by way of notice of termination by the Tenant or that the parties mutually agreed to terminate the tenancy on a specific date prior to September 30, 2025.
21. The Tenants agent agreed that no written notice of termination was submitted to the Landlord nor was there any written correspondence between herself and the Landlord’s staff confirming that the Tenant would not be returning to the rental unit or that they were being released early from their tenancy agreement. The Tenant’s agent also did not provide the Board with any written correspondence or confirmation from the Landlord that the keys to the rental unit were returned. The Tenant’s agent also could not confirm the exact date that vacant possession was allegedly given back to the Landlord.
22. I there find on a balance of probabilities that the Tenant and/or their authorized agents did not terminate the tenancy in accordance with the Act and therefore I find that it was reasonable for the Landlord to deem the rental unit as abandoned on September 30, 2025 when the Tenant was in arrears of rent and when the rental unit showed clear signs of being vacant.
23. As such, the tenancy will be deemed terminated and abandoned on September 30, 2025.
24. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, as of September 30, 2025, the date the Landlord discovered the rental unit as abandoned.
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 April 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 20, 2026 at 4.00% annually on the balance outstanding.

April 8, 2026
Date Issued

Fabio Quattrociocchi
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.