



Order under Section 79 Residential Tenancies Act, 2006

File Number: LTB-L-100286-25

In the matter of: 17 BASEMENT, 9 KENDLETON DR
ETOBICOKE ON M9V1T6

Between: Prajesh Ashokkumar Mehta Landlords
Bhumi Mehta

And

Joyce Doodnauth Tenant

Prajesh Ashokkumar Mehta and Bhumi Mehta (the 'Landlords') applied for an order to terminate the tenancy and evict Joyce Doodnauth (the 'Tenant') because:

- the Landlords believe that the Tenant abandoned the unit.

This application was heard by videoconference on April 15, 2026.

Only the Landlords and the Landlords Legal Representative Peace Penzi attended the hearing.

As of 9:22 a.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. The Landlords applied to the Board on November 28, 2025 asking the Board to determine that the Tenant has abandoned the rental unit and issue an order terminating the tenancy on that basis.
2. The Board's Interpretation Guideline 4 entitled 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.

3. Section 2(3) of the *Residential Tenancies Act, 2006* (the 'Act') 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 full paid.
4. The Landlords testified that the last payment they received from the Tenant towards rent was for October, 2025 and the Tenant was in arrears of rent.
5. The Landlords stated that they have not observed any signs of occupancy of the rental unit since approximately November 1, 2025.
6. The Landlords attempted to reach the Tenant multiple times in November after not receiving rent, but were unsuccessful.
7. On December 7, 2025 the Landlords' received a text message from the Tenant's son Vickram Deonarine indicating that after a meeting with the Tenant's doctor she will no longer be residing in the rental unit and will be moving to senior home. He advised that the unit would be cleaned out by December 20th.
8. On January 3, 2026 the Landlords observed the Tenant's son cleaning out the Tenant's rental unit.
9. The following day on January 4, 2026 the Landlords received an email purporting to be from the Tenant, although it came from the Tenant's son's email address indicating that due to a recent serious health issue the Tenant needed to move out of the rental unit to a place where she can get proper care and support. The email asks to end the tenancy as of January 1, 2026.
10. The Landlords testified that they attended the rental unit on January 4, 2026 and observed the unit to be emptied out and vacant. They further stated that since that time no one has attended the rental unit.
11. Based on the uncontested evidence before me, on a balance of probabilities I am satisfied that the Tenant vacated the rental unit as of January 3, 2026.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, as of January 3, 2026.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant must pay the Landlord is \$186.00.

4. If the Tenant does not pay the Landlord the full amount owing on or before May 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 18, 2026 at 4.00% annually on the balance outstanding.

May 6, 2026
Date Issued

Sean Ramage
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.