



Order under Section 79 Residential Tenancies Act, 2006

Citation: Kamath v Morton, 2026 ONLTB 36141

Date: 2026-05-07

File Number: LTB-L-099958-25

In the matter of: 3507, 38 LEE CENTRE DR
SCARBOROUGH ON M1H3J7

Between: Smita Kamath Landlord

And

Jason David Morton Tenant

Smita Kamath (the 'Landlord') applied for an order to terminate the tenancy and evict Jason David Morton (the 'Tenant') because:

- the Landlord believes that the Tenant abandoned the unit.

This application was heard by videoconference on April 16, 2026.

The Landlord, the Landlord's legal representative Vanessa Palumbo, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. The Tenant has abandoned the rental unit. Therefore, the tenancy is terminated.
2. The Tenant is in arrears of rent.
3. The parties agree that the Tenant was scheduled to move into the rental unit in August 2025. The parties also agree that there was an issue in providing the keys to the Tenant in time for the beginning of the tenancy but that keys were provided to the Tenant shortly after the lease period commenced. The parties also agree that the Tenant messaged the Landlord regarding some perceived maintenance issues with the unit in early August 2025, after he gained possession of the rental unit.
4. The Landlord testified that she did not hear anything from the Tenant between August 11, 2025, and September 25, 2025. This is corroborated by the text message history she submitted between herself and the Tenant, where she made multiple outreaches to the Tenant, to which he did not respond. On September 25, 2025, the Tenant responded to the Landlord's message, stating that "as [the Landlord is] aware, I have not moved into the

unit". The Landlord testified that she had no knowledge prior to this message that the Tenant had not been residing in the unit. I found this testimony credible, and it is corroborated by the evidence presented at the hearing: the Landlord responded to this message with an offer to sign an N11 agreement to terminate the tenancy. She also immediately gave a notice of entry for the rental unit and inspected it on September 26, 2025.

5. The Tenant essentially takes the position that the tenancy never commenced. This is not true. Per subsection 13(1) of the *Residential Tenancies Act, 2006*, SO 2006, c. 17 (the 'Act'), the term of a tenancy begins on the day the tenant is entitled to occupy the rental unit. Further, per subsection 13(2) of the act, a tenancy agreement takes effect on this date whether or not the tenant actually occupies the rental unit. The tenancy and the agreement between the parties commenced on August 1, 2025, which is the date of commencement in the lease.
6. As such, the Tenant had an ongoing obligation to pay rent. The parties agree that no rent payment was made by the Tenant on September 1, 2026, when such a rent payment came due. As such, he is in arrears as of the date of this hearing.
7. The Tenant has abandoned the rental unit. A video taken during a second inspection by the Landlord on February 21, 2026, shows the unit in a nearly identical condition to the video she took on September 15, 2026. The Tenant was clear in his testimony and his written communications with the Landlord that he has no intention to occupy the unit on a forward-facing basis.
8. 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.
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 May 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 19, 2026 at 4.00% annually on the balance outstanding.

May 7, 2026
Date Issued

 Jeremy Henderson
 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.