



**Order under Section 79 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-107546-25

In the matter of: A, 8854 SHEPPARD AVE E
SCARBOROUGH ON M1B6G9

Between: Reale Emerald Corporation Landlord

And

Kecia Melodie Renae Lynx Tenant

Reale Emerald Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Kecia Melodie Renae Lynx (the 'Tenant') because:

- the Landlord believes that the Tenant abandoned the unit.

Reale Emerald Corporation (the 'Landlord') also applied for an order requiring Kecia Melodie Renae Lynx (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Reale Emerald Corporation (the 'Landlord') also applied for an order requiring Kecia Melodie Renae Lynx (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on April 20, 2026.

Only the Landlord's agent, Guennadi Moussienko ('GM'), attended the hearing.

As of 11:06 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. As explained below, the Landlord has proven on a balance of probabilities that the Tenant has abandoned the rental unit.

2. The Tenant is in arrears of rent.
3. The Tenant has abandoned the rental unit. GM presented as evidence an email from a Housing and Facilities Manager with Anishnawbe Health Toronto ('AHT'), dated December 15, 2025 (DOC-7027094). GM said that AHT was providing the Tenant with a rent subsidy during the tenancy.
4. In the December 15, 2026 email, the AHN worker wrote that the Tenant moved out of the rental unit in August 2025 and has relocated to another address. The email also states that the Tenant will not be returning to the rental unit. There was no evidence as to which day in August 2025 the Tenant vacated the unit, but I find that she vacated by August 31, 2026.
5. There was no agreement to terminate the tenancy or notice of termination of tenancy given by the Landlord or the Tenant before the Tenant vacated the unit.
6. The Landlord withdrew its claims for compensation for unpaid utilities and for undue damage to the rental unit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of August 31, 2025.

May 27, 2026
Date Issued

Mark Melchers
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.