



Order under Section 79 Residential Tenancies Act, 2006

File Number: LTB-L-016425-26

In the matter of: 205, 544 BIRCHMOUNT RD
Toronto ON M1K1P3

Between: Medallion Corporation Landlord

And

Stanislaw Filipiak Tenant

Medallion Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Stanislaw Filipiak (the 'Tenant') because the Landlord believes that the Tenant abandoned the unit.

This application was heard by videoconference on May 7, 2026.

Only the Landlord's Representative, Samuel Korman, and the Landlord's Agent, Ivonne Yorke, attended the hearing.

As of 11:43 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 the grounds for termination of the tenancy. Therefore, I am satisfied the Tenant abandoned the unit as of June 30, 2025.
2. The Board's Interpretation Guideline 4: 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. Although the Guidelines are not binding on me, I do find them persuasive and do not see any reason to depart from the Guideline in this matter.
4. 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 fully paid.
5. The Landlord's Agent, Ivonne Yorke ("IY") testified that she is the regional manager for the East Portfolio for the Landlord and the residential complex in which the rental unit is located in her portfolio.
6. IY testified Landlord has not received a rent payment from the Tenant since June 2025. As such I am satisfied the Tenant is in arrears of rent.
7. IY testified that there was a signed N11 agreement to end the tenancy ("N11") for this particular rental unit that had a termination date of June 30, 2025, but unfortunately the N11 cannot be located as an employee has left the employment of the Landlord. IY testified that the named Tenant was actually admitted to a nursing home over a decade ago and the sole remaining occupant was his spouse and she was also being admitted to a nursing home. IY testified that the Landlord has not been able to get in contact with either the Tenant's Power of Attorney ("POA") or the spouse's POA.
8. IY testified that there are still large furniture items such as a dining room set, remaining in the rental unit, but all personal possessions and personal items have been removed. IY testified that no one has been seen in the rental unit since June 2025. IY testified that the Landlord has made multiple attempts to contact the Tenant's POA but have had no response.
9. Based on the uncontested evidence before me I am satisfied that the rental unit has been abandoned. The timing of the last rent payment aligns with the termination date on the N11 that cannot be located. It is also logical that if the Tenant's spouse was moving to a nursing home that the personal possessions would be removed but larger furniture items might be left behind. I am satisfied that the presence of the large furniture items does not outweigh the evidence presented that the personal possession had been removed and neither the Tenant nor his spouse, the occupant, have been seen at the rental unit since June 2025.
10. As such, I find that the Tenant has abandoned the rental unit.
11. 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 June 30, 2025.
2. The Tenant shall 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 June 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 8, 2026, at 4.00% annually on the balance outstanding.

May 27, 2026
Date Issued

Nicole Pedron
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.