



Order under Section 79 Residential Tenancies Act, 2006

File Number: LTB-L-025797-26

In the matter of: 606, 2180 ELLESMERE RD
SCARBOROUGH ON M1G3M4

Between: Toronto Community Housing Corporation Landlord

And

Dawit Ghebrat Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Dawit Ghebrat (the 'Tenant') because:

- the Landlord believes that the Tenant abandoned the unit.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on May 26, 2026.

Only the Landlord's Agent, Jennifer Chassels-Young, and the Landlord's Representative, Navya Menon attended the hearing.

As of 10:32 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 not proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the application is dismissed.
2. The Landlord's Agent, Jennifer Chassels-Young (J.C.Y.), is employed by the Landlord in the capacity of a tenant service coordinator. Her duties and responsibilities include the signing of leases, administration of RGI units, handling arrears cases, and dealing with the day-to-day activities as they relate to tenants.
3. J.C.Y. testified that the Tenant's lease commenced on December 18, 2023, and the Tenant named in this application is the sole leaseholder on record.

4. J.C.Y. testified that the Tenant's last rent payment made on account was in July 2025. The Tenant has not made any further payments since July 14, 2025. The arrears owing to the end of January 2026 were \$670.00.
5. J.C.Y. testified that the Landlord made multiple efforts to contact the Tenant, including door knocking, telephone calls, and emailing the Tenant on or about January 27, 2026. The Tenant was also required to provide the Landlord with information regarding the annual rent review, which the Tenant failed to do.
6. J.C.Y. testified that the Tenant communicated with the Landlord on January 29, 2026, at which time the Tenant informed the Landlord that he had not abandoned the rental unit, and that he was currently out of the province providing assistance to a family member and will address the Landlord's concern upon his return to the Province. The Tenant also promised the Landlord to pay his rent on March 11, 2026, which the Tenant failed to do.
7. J.C.Y. testified that on or about April 7, 2026, the Tenant communicated with the Landlord and informed the Landlord that he requires additional time to assist with his family member. The Tenant reiterated that he did not abandon the rental unit and had every intention of returning to the rental unit and continuing his residential tenancy at the rental unit.
8. J.C.Y. testified that the Landlord received notification from Ontario Works stating the Tenant's assistance was stopped because the Tenant was residing in Montreal. This document was dated September 2024. I am mindful that the Tenant was still residing in the unit and paying the rent as of the date that the document and information was relayed to the Landlord.
9. The Landlord proceeded to perform an inspection of the rental unit at which time the Landlord observed that no one had resided in the unit for some time. This was observed by a large amount of mail at the door, spoiled food in the fridge, and a dry toilet, demonstrating no usage of these items for an extended period. The Landlord also observed the Tenant's personal belongings and possessions in the unit, including but not limited to, an electric bicycle, a large screen television, clothing, electronics, cutlery, utensils, dishes, plates and cups. The Landlord tendered photographs of the inspection and observations made at the time as evidence.
10. J.C.Y. testified that the Tenant has not been inside of the rental unit for a period of at least six months and is in arrears of rent. Additionally, the Tenant has failed to maintain regular communications with the Landlord and failed to provide the documents as requested by the Landlord. The Landlord believed that this amounted to the Tenant abandoning the rental unit.
11. Based on the evidence, I am not satisfied that the Tenant has abandoned the rental unit. The reason I make this finding is because the testimony of the Landlord's Agent was very clear in stating that the Tenant communicated to the Landlord on multiple occasions that he has not abandoned the rental unit and had every intention of returning to the unit. The Tenant also informed the Landlord that he was assisting a family member out of Province and later informed the Landlord that he required additional time but still had every intention of returning to the rental unit.

12. I am required to look at the true substance of an application and facts surrounding the same when arriving at a determination. Having done so, I do not find that the Tenant has abandoned the rental unit. The Landlord's evidence suggests without question, that the Tenant has every intention of returning to the unit and has not abandoned the unit or his personal possessions. I cannot make a finding of abandonment simply because the Tenant has failed to pay the rent and provide the Landlord with requested information and/or documentation. I must consider that the Tenant has maintained communications with the Landlord in which he has confirmed not abandoning the unit and having the intent to return. Therefore, the application must be dismissed.

It is ordered that:

1. The application is dismissed.

June 4, 2026
Date Issued

Ilan Shingait
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.