



Order under Section 79 Residential Tenancies Act, 2006

File Number: LTB-L-026925-26

In the matter of: 611, 58 LAKEVIEW RD
SOUTH PORCUPINE ON P0N1H0

Between: Cochrane District Services Board Landlord

And

John Hubbard Tenant

Cochrane District Services Board (the 'Landlord') applied for an order to terminate the tenancy and evict John Hubbard (the 'Tenant') because:

- the Landlord believes that the Tenant abandoned the unit.

This application was heard by videoconference on May 21, 2026.

Only the Landlord's Agent, Tracy Legros, attended the hearing.

As of 1:21 p.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, the tenancy is terminated as of June 14, 2026.
2. The Landlord's Agent testified that the Tenant is in arrears since January 2026 and his monthly rent is \$145.00 due on the 1st of each month.
3. The Landlord served the Tenant a 24-hour notice to enter for an annual fire inspection of the rental unit in March 2026. It was noticed that there were negligible amounts of personal belongings in the rental unit. The Landlord submitted pictures taken on March 23, 2026 of the rental unit showing no items in fridge, empty cupboards in the kitchen and a dried-up toilet showing no signs of occupation. The Landlord subsequently filed this application on March 27, 2026.
4. The Landlord conducted a follow up inspection on May 4, 2026 showing no changes to the rental unit and no signs of activity. It is the Landlord's Agent's testimony that the notices

left by the Landlord were still under the door. The Landlord has reached out to the Tenant's Ontario Disability Support Program caseworker who indicated that the Tenant may be residing somewhere else and that they have stopped all payments to the Tenant since December 2025 and the Tenant has not reached out to them. The email was also submitted as evidence. The Landlord has also made attempts to call the Tenant but has not been successful to date.

5. 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. 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.
6. I am satisfied based on the evidence provided that the Tenant has abandoned the rental unit. The Tenant is in arrears since January 2026 and there are no personal items in the rental unit since last two-three months. Therefore, the tenancy is terminated as of March 23, 2026, the first time the Landlord discovered the rental unit was vacated.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant terminated on March 23, 2026.
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 June 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 15, 2026 at 4.00% annually on the balance outstanding.

June 3, 2026
Date Issued

Sheena Brar
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.