



Order under Section 79 Residential Tenancies Act, 2006

File Number: LTB-L-028642-26

In the matter of: 2, 45 MONTCALM DR
HAMILTON ON L9C4B2

Between: CityHousing Hamilton Corporation Landlord

And

Taghreed Abdul Hussein Tenant

CityHousing Hamilton Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Taghreed Abdul Hussein (the 'Tenant') because:

- the Landlord believes that the Tenant abandoned the unit.

This application was heard by videoconference on June 1, 2026.

Only the Landlord's Representative, Sharon Churcher, and the Landlord's witness, Chassis Meier, attended the hearing.

As of 9:58 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 and the claim for compensation in the application. Therefore, the tenancy will be terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Abandoned Unit

3. The Landlord filed an application under section 39 for an order authorizing possession of the rental unit.

s.39 A landlord shall not recover possession of a rental unit subject to a tenancy unless,

- (a) the tenant has vacated or abandoned the unit; or

(b) an order of the Board evicting the tenant has authorized the possession.

4. Guideline 4 also sets out factors the Board may consider in making a determination of whether or not a Tenant has abandoned. 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.
5. Section 2(3) of the RTA 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.
6. The Tenant is in arrears of rent in the amount of \$30,733.00. In addition, they are in arrears with their utility provider.
7. The Tenant has abandoned the rental unit. Ms. Meier testified that she is an employee of the Landlord and holds the role of Tenant Support Coordinator for this rental unit. She inspected the unit on February 23, 2026, and observed what she believes to be an abandoned rental unit. There was no food or clothing in the unit, neighbours told her that they have not seen the Tenant in months. The Landlord presented several photographs showing empty closets, empty cupboards, a toilet that had not been used for several months; all indicative that the unit had been vacated.
8. The Landlord attempted to contact the tenant by phone, email, as well as contacting emergency contacts on file to ensure the wellbeing of the Tenant. The Landlord heard no response from the Tenant despite a genuine effort to communicate with them.
9. As the Landlord believed the unit to be vacant, they changed the locks and secured the unit. After changing the locks on February 28, 2026, the Landlord advised the Tenant to contact them for access. Multiple contact attempts were made in addition to posting a notice on the unit door, advising the Tenant to contact them for access. To the date of this hearing, the Tenant has not contacted the Landlord to access their unit.
10. Therefore, I find that the Tenant has abandoned the rental unit, and the tenancy is terminated.

Filing Fee and Rent Deposit

11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, as of June 19, 2026.
2. The Tenant shall also 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 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 20, 2026, at 4.00% annually on the balance outstanding.

June 8, 2026
Date Issued

Chris Hall
Member, Landlord and Tenant Board

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