



Order under Section 77 Residential Tenancies Act, 2006

File Number: LTB-L-003214-26

In the matter of: 512, 38 DAN LECKIE WAY
TORONTO ON M5V2V6

Between: Samina Perwaiz Landlord

And

Ozge Yilmaz Tenants
Ali Kemal Yilmaz

Samina Perwaiz (the 'Landlord') applied for an order to terminate the tenancy and evict Ozge Yilmaz and Ali Kemal Yilmaz (the 'Tenants') because the Tenants entered into an agreement to terminate the tenancy.

A hearing was held to consider this application.

This application was heard by videoconference on March 5, 2026. The Landlord's representative Vidit Deswal, and the Tenants, assisted by Turkish interpreter Kadriye Abuseyf, attended the hearing.

Determinations:

1. The Tenant, Ozge Yilmaz, sent an email to the Landlord on October 28, 2025, which states that she has separated from her husband and that he has moved out. Since she is no longer working, it's no longer possible to pay rent and continue to live on her own. She had no choice but to move out of the apartment. The email indicates that the Landlord has three months rent in their possession and to apply this to the upcoming months.
2. After this email the Landlord asked the Tenant to sign an N11 agreement to terminate the tenancy. The Tenant refused to sign.
3. At the hearing, Mr. Yilmaz testified that he has moved back into the rental unit and that they do not want to terminate the tenancy.
4. Section 43 of the Residential Tenancies Act regarding a notice of termination, states that the notice shall be on a form approved by the Board and shall identify

the rental unit, state the date on which the tenancy is to terminate, and be signed by the person giving the notice. The email from Ms. Yilmaz does not comply with section 43 of the Act.

5. In addition, there are two tenants on the tenancy agreement. Mr. Yilmaz did not give notice to terminate the tenancy, did not agree to terminate the tenancy, and retained the right to occupy the rental unit.
6. The Landlord argues that the exchange of emails is sufficient to find there was an agreement to terminate the tenancy.
7. Considering the fact that there was no termination date except one implied by the three month rent the Landlord was holding, that Mr. Yilmaz did not agree or give notice to terminate the tenancy, and that Ms. Yilmaz refused to sign and N11, I find the Landlord and the Tenants did not give notice or enter into a valid agreement to terminate the tenancy.

It is ordered that:

1. The Landlord's application is dismissed.

March 10, 2026

Date Issued

Greg Joy

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on September 22, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

