



Order under Section 79 Residential Tenancies Act, 2006

Citation: Morguard NAR Canada Limited Partnership v Guler, 2026 ONLTB 22019

Date: 2026-03-18

File Number: LTB-L-072725-25

In the matter of: 612, 49 THORNCLIFFE PARK DR
TORONTO ON M4H1J6

Between: Morguard NAR Canada Limited Partnership Landlord

And

Tevfik Guler Tenants
Sema Guler

Morguard NAR Canada Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Tevfik Guler and Sema Guler (the 'Tenants') because the Landlord believes that the Tenants abandoned the unit.

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

Only the Landlord's witness, Justice Yeboah, and the Landlord's representative (articling student), Elizabeth Azadian, attended the hearing.

As of 11:01 a.m., the Tenants were 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.
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.

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.

3. The uncontested evidence before me was that the Tenants were in arrears of rent when the application was filed on September 1, 2025. The last time the Tenants had paid rent to the Landlord was on June 1, 2025 [Doc 7386144, page 12].
4. On June 23, 2025, the Landlord received an email from the Landlord's son advising that they would be vacating the unit on August 1, 2025 [Doc 7386144, page 14]. She stated since the Tenants' son was an occupant and not a Tenant, the Landlord's superintendent followed up with the Tenants by phone and by email during the period June 23 and July 8, 2025. The Tenants did not respond.
5. On July 8, 2025, the Landlord sent a letter addressed to the Tenants at the unit requesting a letter of termination signed by them [Doc 7386144, page 16]. The Tenants did not respond. On August 11, 2025, the Landlord served a notice of entry to inspect the unit on August 12, 2025 [Doc 7386144, page 17].
6. The Landlord's witness, Justic Yeboah, is the Landlord's superintendent. He testified that on August 12, 2025, he inspected the unit and discovered the following:
 - Accumulated mail on the floor beside the front door
 - Empty closets
 - Some large pieces of furniture (couch and dining room table)
 - No personal belongings
 - Empty washroom and kitchen
 - Both bedrooms empty save for a bedframe and mattress in one bedroom
7. In his view, there was no doubt that the unit had been abandoned and that no one was living there.
8. Based on the uncontested evidence of the Landlord, I am satisfied, on a balance of probabilities, that the Tenants have abandoned the rental unit.
9. The Landlord received notice, albeit improper notice, that the Tenants' son would be vacating the unit on August 1, 2025. Given that parties have a duty to mitigate their damages, in my view the Landlord should have inspected the unit on August 2, 2025. Instead, the Landlord waited until August 12, 2025 to inspect the unit. Given the circumstances, I find it reasonable to terminate the tenancy as of August 1, 2025.
10. 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 Tenants is terminated, as of August 1, 2025.
2. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
3. If the Tenants does not pay the Landlord the full amount owing on or before March 29, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 30, 2026 at 4.00% annually on the balance outstanding.

March 18, 2026

Date Issued

Karen Gonçalves

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.