



Order under Section 79 Residential Tenancies Act, 2006

Citation: Canadian Mental Health Association Grey Bruce v Scheurwater, 2026 ONLTB 25732

Date: 2026-04-01

File Number: LTB-L-076315-25

In the matter of: 17B 133 Grey Road
Owen Sound ON N4K2J1

Between: Canadian Mental Health Association Grey Bruce Landlord

And

Eric Scheurwater Tenant

Canadian Mental Health Association Grey Bruce (the 'Landlord') applied for an order to terminate the tenancy and evict Eric Scheurwater (the 'Tenant') because:

- the Landlord believes that the Tenant abandoned the unit.

This application was heard by videoconference on March 24, 2026.

The Landlord's agent Lezlie Martin Ellis and the Landlord's legal representative Rebecca Carr attended the hearing.

As of 10:10 am, the Tenant was not present or represented at the hearing. The Board record confirms the Notice of Hearing delivered to the Tenant on January 2, 2026 was returned by Canada Post as undeliverable.

Determinations:

Preliminary Issue – Was the Tenant aware of the hearing?

1. The Landlord's legal representative said that the Tenant is aware of this hearing as she spoke with him about the hearing at Walmart on March 11, 2026. He told her that he wasn't attending the hearing and he didn't want to live at the rental unit any longer as he has somewhere else to live.

2. The Landlord's representative also indicated the Public Guardian & Trustee (PG&T) has been entrusted to manage the Tenant's property, including issues surrounding his tenancy, because the Tenant is incapable of managing his own affairs.
3. While the Board was unaware of the PG&T, and therefore did not provide notice of this hearing, the Landlord's agent confirmed the PG&T is aware that the Tenant no longer resides at the rental unit and his desire not to return. The Landlord did not service notice to the PG&T. However, the Landlord's agent said that she spoke with "Carlissa" at the office of the PG&T who said they had offered to pay rent for the Tenant at a different rental unit.
4. Based on these submissions, I am satisfied that it is reasonable to proceed with the Landlord's application in the absence of the PG&T. It appears, they have been working with the Tenant to secure alternative housing and aware of the Tenant's desire to live elsewhere.

The L2 Application

5. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
6. The Landlord's representative said the tenancy began around 10 years ago. When the Tenant failed to pay the rent for May 2025, they were not alarmed. However, when the Tenant did not pay the rent in June, 2025, they were concerned. The residential complex is staffed full time and the Tenant has not been seen at the complex. An inspection of the rental unit was completed in early June 2025 and minimal possessions were noted in the rental unit.
7. The Landlord's representative said they would collect and keep safe the items left by the Tenant and the Tenant can make arrangements with the Landlord to collect his belongings.
8. The Landlord's representative confirmed that the Tenant was served with an N7 notice of termination but could not recall the date. An L2 application was not filed on this notice. The Landlord's staff spoke with the Tenant following the N7 notice and after discussing the Tenant's behaviour and corrective measures, the Tenant was advised that the Landlord would not pursue the N7 termination notice with the LTB. For clarity, the Landlord's representative said the Tenant was aware that he did not have to move out based on the N7 notice. The Tenant did not advise the Landlord of his intention to move out.
9. It was the evidence of the Landlord that the Tenant has not paid rent to the Landlord since May 2025. The Landlord's legal representative spoke directly with the Tenant on March 11, 2026, and he said he does not intend to move back into the rental unit.

Analysis

10. The Board's Interpretation Guideline 4 entitled 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. 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.

[emphasis added]

11. Based on the evidence before the Board and on a balance of probabilities, I am satisfied that the Tenant has unilaterally given up possession of the rental unit on June 1, 2025 when an inspection confirmed the Tenant had minimal possession in the rental unit. The Tenant is in arrears of rent since May 2025. I am also satisfied that the Tenant confirmed his intention to the Landlord's legal representative on March 11, 2026.
12. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, as of June 1, 2025.

April 1, 2026
Date Issued

Dana Wren
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.