



Order under Section 79 Residential Tenancies Act, 2006

File Number: LTB-L-086662-25

In the matter of: 1, 35 FRONT ST W
STRATHROY ON N7G1X5

Between: Michael Gleiser Landlord

And

Rob Cebula Tenant

Michael Gleiser (the 'Landlord') applied for an order to terminate the tenancy and evict Rob Cebula (the 'Tenant') because the Landlord believes that the Tenant abandoned the unit.

This application was heard by videoconference on April 13, 2026.

Only the Landlord's legal representative, Terri Landriault and the Landlord attended the hearing.

As of 9:42 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. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Landlord testified that the Tenant is in substantial rent arrears and that the last rent payment received was for the April 2025 rental period.
3. The Landlord further testified that he has not seen or heard from the Tenant since approximately June 2025.
4. The rental unit is located above a commercial unit operated by the Landlord. The Landlord testified that mail addressed to the Tenant has continued to be delivered to the property and has been collected and retained by the Landlord in the event the Tenant returns to claim it.
5. The Landlord testified that, since June 2025, he has made numerous attempts to contact the Tenant by telephone and text message regarding the tenancy and the outstanding rent arrears. The Landlord stated that none of these attempts were successful and that the Tenant's telephone number has since been disconnected.

6. The Landlord also testified that he was advised by the municipality that water charges associated with the rental unit had not been paid since 2024. In addition, the hydro service to the rental unit was disconnected during the summer of 2025 and was subsequently transferred into the Landlord's name in November 2025.
7. The Landlord testified that an inspection of the rental unit was conducted on or about April 1, 2026. During that inspection, the Landlord discovered that a cat belonging to the Tenant was deceased inside the rental unit and that food left in the refrigerator had significantly decomposed. The Landlord testified that some personal belongings remained in the rental unit; however, based on the condition of the unit and the prolonged absence of the Tenant, he believed that the Tenant had abandoned the rental unit.
8. The Landlord also testified that members of the local community had approached him to inquire about the Tenant's whereabouts and well-being because they had not seen the Tenant for an extended period of time.
9. I accept the Landlord's evidence. His testimony was detailed, consistent, and uncontradicted. The evidence establishes that the Tenant ceased paying rent after April 2025, has not communicated with the Landlord since June 2025, and could not be reached despite repeated efforts by the Landlord over a prolonged period.
10. I find that the objective evidence supports a conclusion that the Tenant ceased residing in the rental unit well before April 1, 2026. The prolonged absence of the Tenant, the disconnection of utilities, the accumulation of unclaimed mail, the inability of the Landlord or members of the community to locate or communicate with the Tenant, and the condition of the rental unit observed during the inspection are all factors consistent with abandonment.
11. Although personal belongings remained in the rental unit, the presence of belongings alone does not establish ongoing occupancy. In this case, the evidence demonstrates a complete absence of contact with the Landlord, no rent payments for approximately one year, disconnected utilities, and conditions within the rental unit that are inconsistent with ongoing habitation.
12. I find the discovery of the deceased cat and decomposing food during the April 1, 2026 inspection to be particularly compelling evidence that the rental unit had been left unattended for a significant period of time. These circumstances support the conclusion that the Tenant had vacated the rental unit and had no intention of returning.
13. On the totality of the evidence, I am satisfied on a balance of probabilities that the Tenant abandoned the rental unit. While the Tenant may have vacated the rental unit at an earlier date, the evidence establishes that, at a minimum, abandonment was confirmed when the inspection was conducted on April 1, 2026.
14. Accordingly, I find that the Tenant abandoned the rental unit and that the tenancy terminated effective April 1, 2026.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. 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 April 1, 2026.
2. The Tenant shall 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

Christina Philp
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.