



Order under Section 77(8)  
**Residential Tenancies Act, 2006**

**File Number:** EAL-99707-22-SA

**In the matter of:** 1920 ASHMONT STREET  
ORLEANS ON K1C7B9

**Between:** Anic Perrier  
Pat Cellucci

Landlords

**and**

Dana Gendron  
Sonia D'angelo

Tenants

I hereby certify this is a  
true copy of an Order dated

**NOV 08, 2022**

Landlord and Tenant Board

Anic Perrier and Pat Cellucci (the 'Landlords') applied for an order to terminate the tenancy and evict Sonia D'angelo and Dana Gendron (the 'Tenants') because the Tenants entered into an agreement to terminate the tenancy.

That application was resolved by order EAL-99707-22 issued on August 19, 2022.

The Tenants filed a motion to set aside order EAL-99707-22.

This motion was heard by videoconference on September 26, 2022.

The Landlords Anic Perrier (AP) and Pat Cellucci (PC), the Landlords' representative J Deforge and the Tenants Dana Gendron (DG) and Sonia D'angelo (SD) attended the hearing.

**Determinations:**

1. The Tenants' motion to set aside the eviction order was brought pursuant to subsection 77(8) of the Residential Tenancies Act, 2006 (the "Act")
2. The Board must first determine whether or not the Tenants signed a valid agreement to terminate the tenancy. If the Board finds that the Tenants entered into an agreement to terminate tenancy, then the Board must decide whether or not "in all the circumstances" it would be "unfair to set aside" the eviction order. If the Board determines that it would not be unfair to set aside the eviction order then the Board is supposed to grant the motion and set aside the order. If the Board determines that it would be unfair to set aside the eviction order then the motion must be denied. The third issue the Board must consider is when to lift the stay of the eviction order.

3. It is the Tenants' position that only one tenant, SD, signed the agreement, but not the other tenant, DS. While the Form N11 contains the signature of both tenants, it is the Tenants' position that DS' signature is a forgery.
4. The Landlords assert both tenants signed the Form N11, with AP testifying that SD signed the agreement on June 21 and DS signed the agreement on June 22, 2022. AP testified she witnessed DS sign the Form N11 on June 22, 2022 upon returning to the rental property to perform some repairs to the rental unit, noting DG signed the N11 by placing the document up against the wall. AP further noted the N11 was drafted in response to a comment from DG that he wanted to leave because he felt unsafe in the rental home due to past unfortunate events.
5. I find the evidence of the Landlords to be more believable as to the signatures' authenticity, as it was consistent with the Tenants' relocation efforts. In a text communication dated June 21, SD advised the Landlord of a possible lead on alternative accommodation, stating: *"I got approved and got the place.....I'm so excited"*. The Landlords produced text messages and banking transfer snapshots which showed the Landlords assisting the Tenants financially with their relocation efforts. Upon review of the communications between the parties, I find the Tenants' wanted to leave of the rental unit of their own volition. I do not find any evidence of harassment or undue pressure.
6. Lastly, the Tenants alleged the Landlords misled them into believing they would be selling the rental unit. The Landlords conceded the property was viewed by a real estate agent in early June and at the hearing, reaffirmed their desire to eventually sell the property once repairs were made. The Tenants stated the Landlords would often come to the rental unit, but noted their visits were not unnecessary due to repairs being performed. Although the Landlord failed to serve the Tenants' with a Form N12, I do not find the signing of the Form N11 was the result of the Landlords' desire to sell the rental unit, or a desire on the part of the Landlord to subvert their obligations under the Act.
7. The next issue is whether or not "in all the circumstances" it would be "unfair to set aside" the eviction order. The Tenants submitted they have health issues, are both on ODSP and have lived at the rental property in excess of 5 years. They wish to remain at the rental unit. SD indicated she was the victim of a rental scam after losing her deposit on a property she found online but did not produce any documentary evidence to substantiate her submission that she was wrongfully dispossessed of her deposit. The Landlords noted the Tenants are in arrears of rent and have caused damage to the rental unit. It was the Landlords' submission that the Tenants have not been forthright in the property search and moreover, the Tenants have failed to properly communicate with the Landlords as to their changing intentions.
8. I found the Landlords' evidence to be credible and accordingly, that it would be unfair to deny eviction. Nonetheless, given the challenges expressed by the Tenants in finding alternative accommodations, I find it would be reasonable to delay lifting the stay until November 30, 2022.

**It is ordered that:**

1. The motion to set aside Order EAL-99707-22, issued on August 19, 2022, is denied.
2. The stay of order EAL-99707-22 is lifted on November 30, 2022.



**November 8, 2022**  
**Date Issued**

---

Peter Nicholson  
Member, Landlord and Tenant Board

Eastern-RO  
255 Albert Street, 4th Floor  
Ottawa ON K1P6A9

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