



Mar. 14, 2024


Landlord and Tenant Board

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

Citation: Stevenson v O'byrne, 2024 ONLTB 18550

Date: 2024-03-14

File Number: LTB-L-001868-24-SA

In the matter of: 85A SPRUCE AVE
ELLIOT LAKE ON P5A2C1

Between: Joshua Andrew Stevenson Landlord

And

Rachel O'byrne Tenant

Joshua Andrew Stevenson (the 'Landlord') applied for an order to terminate the tenancy and evict Rachel O'byrne (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-001868-24, issued on January 16, 2024. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-001868-24.

The motion was heard by videoconference on March 5, 2024. The Landlord and the Tenant attended the hearing. Also in attendance was the Landlord's Property Manager Ann Fos, who testified at the hearing.

Determinations:

1. The Tenant signed an N11 agreement to terminate the tenancy on January 1, 2024. The Tenant did not vacate the rental unit. The Tenant claims that she was bullied into signing the agreement.
2. Ms. Fox testified that the Tenant was not bullied. The Tenant came to Ms. Fox, who had Covid at the time, and was at her door when she signed the agreement.
3. Text messages from the Tenant to the Landlord show that the Tenant gave her 60-day notice before she signed the N11 agreement and follow up text messages confirm the Tenant intended to vacate the rental unit. The Tenant also stopped paying rent in August 2023 and owes the Landlord \$11,386.00 in arrears of rent. There is no evidence that the Tenant was bullied into signing the N11 or that she did not know what she was signing as the Tenant claimed in the set aside motion. The text messages clearly explain to the Tenant what the N11 form was before the Tenant came to sign it at the Property Manager's unit.

4. I find the Landlord and Tenant entered into an agreement to terminate the tenancy as of January 1, 2024.
5. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-001868-24.

It is ordered that:

1. The motion to set aside Order LTB-L-001868-24, issued on January 16, 2024, is denied.
2. The stay of Order LTB-L-001868-24, is lifted immediately.
3. Order LTB-L-001868-24 is unchanged.

March 14, 2024



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.

