



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

**Citation:** Sharma v Lefebvre, 2024 ONLTB 1856

**Date:** 2024-01-11

**File Number:** LTB-L-077577-23-SA

**In the matter of:** 631 MCCONELL STREET  
MATTAWA ON P0H1V0

**Between:** Sameer Sharma

**And**

Shannon Lee Lefebvre

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

**JAN 11, 2024**

Landlord and Tenant Board

Landlord

Tenant

Sameer Sharma (the 'Landlord') applied for an order to terminate the tenancy and evict Shannon Lee Lefebvre (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-077577-23, issued on October 11, 2023. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-077577-23.

The motion was heard by videoconference on December 19, 2023. The Landlord's agent, Sandeep Sharma, and the Tenant attended the hearing.

### Determinations:

1. The Tenant's motion to set aside the eviction order is denied for the following reasons.

#### Validity of the N11 Agreement to End the Tenancy (N11)

##### Tenant's Evidence

2. The Tenant testified that she did not sign an N11 with the Landlord on August 1, 2023 with a termination date of September 30, 2023. The Tenant stated that the signature present on the N11 agreement submitted by the Landlord is not her signature. She explained that the last two letters on the N11 signature are missing, and that is not how she signs her last name. The Tenant explained further that on August 1, 2023, the day of the alleged signing of the N11, she worked until 3:30 pm in the local hospital. The Tenant asserted that she commenced her tenancy on April 1, 2023 and she wanted to retain her tenancy; therefore, it makes no sense for her to want to terminate her tenancy through signing an N11. The Tenant acknowledged that she signed a tenancy agreement on April 1, 2023.

Landlord's Evidence

3. The Landlord's agent testified that the Tenant came to his store mid-afternoon on August 1, 2023 fearing that she would be evicted as a result of rent arrears. The agent explained that the Tenant advised him that she would pay the arrears or agree to vacate the unit in two months, as per the N11 the Tenant signed in front of him on August 1, 2023 with a termination date of September 30, 2023. The Landlord submitted an N11 signed by both parties on August 1, 2023, as well as a copy of the Tenant's driver's license to compare the signatures. The Landlord's agent also presented during the hearing a copy of the tenancy agreement signed by both parties on April 1, 2023.

Analysis

4. On the basis of the evidence provided, I find that on August 1, 2023 the Landlord and the Tenant entered into a valid agreement to terminate the tenancy as of September 30, 2023.
5. In this matter, I find the Landlord's evidence more compelling than the Tenant's evidence. In comparing the Tenant's signature on the N11, with the Tenant's signature on her driver's license, and her signature on the tenancy agreement signed four months earlier, I find on a balance of probabilities that these signatures are the same, and accordingly, I am satisfied that on a balance of probabilities the Tenant signed the N11 on August 1, 2023. I am also satisfied that the Tenant had an opportunity to sign the N11 at the Landlord's agent's store after her work shift on August 1, 2023.

**Other circumstances do not support granting the motion**

6. The Tenant testified that the Landlord agreed for her husband to work for the Landlord as a substitute to pay the monthly rent. The Tenant asserted that if she was evicted she would lose her job, and she would have no where to live with her three children.
7. The Landlord's agent testified that the Tenant has seven months of rent arrears, and as a result, the Landlord is unable to meet his financial obligations and is experiencing financial distress.
8. After considering all of the circumstances, I find that it would be unfair to the Landlord to set aside order LTB-L-077577-23. I find that the prejudice to the Landlord of granting the motion outweighs the prejudice to the Tenant of denying the motion. I do not accept that the Tenant's requirement to find an alternate rental unit, and possible employment stress, as sufficient grounds to grant the Tenant's motion.

**The stay is lifted immediately, but enforcement is postponed**

9. I accept that the Tenant's current financial circumstances are difficult, and that finding an alternate rental unit suitable for her family and employment will take time, especially given the existing competitive rental market. However, I also accept that an extension of this tenancy will cause the Landlord financial distress. In these circumstances, I find it appropriate to lift the stay immediately, but to postpone enforcement until February 29, 2024. This will provide the Tenant with additional time to find a new place to live, and it will

avoid any further prejudice the Landlord would experience by having to wait to file the order with the sheriff.

**It is ordered that:**

1. The motion to set aside Order LTB-L-077577-23, issued on October 11, 2023, is denied.
2. The stay of Order LTB-L-077577-23, issued on October 11, 2023, is lifted immediately.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after February 29, 2024. **The sheriff shall not enforce this order before February 29, 2024.**

**January 11, 2024**

**Date Issued**

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Frank Ebner

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.