



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

Citation: Pourkarim v Reid, 2024 ONLTB 14135

Date: 2024-02-26

File Number: LTB-L-070691-23-SA

In the matter of: G305, 35 STRANGFORD LANE
SCARBOROUGH ON M1L0E5

Between: Milad Pourkarim Landlord

And

Lori-Ann Reid Tenant
Curline Cynthia Reid

Milad Pourkarim (the 'Landlord') applied for an order to terminate the tenancy and evict Lori-Ann Reid and Curline Cynthia Reid (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-070691-23, issued on September 19, 2023. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-070691-23.

The motion was heard by videoconference on February 13, 2024.

The Landlord, the Landlord's legal representative, Danial Yousefian Amirkhiz, the Landlord's witness, Mehrfarin Shidfar, and the Tenant Lori-Ann Reid attended the hearing. Lori-Ann Reid attended the hearing on behalf of both Tenants. Lori-Ann Reid will be referred to as the Tenant singular in the order below.

Determinations:

1. The hearing was previously adjourned in order to give the Tenants an opportunity to obtain legal advice/representation. The Tenants did not obtain legal representation. The Tenant consulted with tenant duty counsel before the hearing.
2. By way of background, the Landlord wished to sell the rental unit and the parties were initially considering a sale of the rental unit to the Tenants; however, that transaction did not materialize and the parties agreed that the Tenants move. The Landlord also offered the Tenants consideration in the form of forgiven rent, in exchange for the signing of the N11.
3. Thereafter, the Landlord filed an application to evict the Tenant and obtained an ex-parte order LTB-L-070691-23, issued on September 19, 2023 evicting the Tenants because the

Landlord and Tenants signed an agreement to terminate the tenancy as of October 30, 2023.

4. The Tenants filed a motion to set aside this eviction order. The Tenant present at the hearing submitted that the N11 is invalid because she did not sign the N11. According to the Tenant, she was not present in the rental unit on August 4, 2023 when the Landlord and his witnesses attended at the rental unit to sign the agreement. The Tenant submitted that the agreement was only signed by the other Tenant, the Tenant's 89-year old mother-in-law, who did not comprehend the consequences of the signing of the N11..
5. The Landlord presented convincing evidence in the form of documentary and audio evidence confirming that the Tenant was in fact present in the rental unit, and that she had signed the agreement. The audio recordings clearly show that the Tenant was present in the rental unit when the agreement was signed, and that the Parties were cordial. The Landlord's witness, who was present when the agreement was signed, further corroborated the Landlord's testimony.

Law and Analysis:

6. This motion was brought pursuant to subsection 77(8) of the *Residential Tenancies Act*, 2006 (the 'Act'). This subsection in essence states that if a tenant brings a motion to set aside an ex-parte order, the Board shall, after a hearing either make an order setting aside the ex-parte order if the landlord and tenant did not enter into an agreement to terminate the tenancy or if the Board is satisfied, having regard to all the circumstances, that it would not be unfair to do so, or the Board shall make an order lifting the stay of the order under subsection (4), effective immediately or on a future date specified in the order.
7. After considering all of the circumstances, I find that the parties signed a valid agreement to terminate the tenancy. I also find that it would be unfair to set aside order LTB-L-070691-23. I am satisfied that both Tenants signed the Agreement to terminate the tenancy. I am also satisfied that the Tenants were aware of the contents of the agreement, the consequences of the agreement, and that they did not sign it under duress or misrepresentation.
8. The Tenants have been residing in the rental unit for 7 years. One of the Tenants is 89-years old. As such, they will require some time to find alternate accommodation. Accordingly, the lifting of the stay of the eviction order shall be delayed.
9. The stay of order LTB-L-070691-23 is lifted on April 4, 2024.

It is ordered that:

1. The motion to set aside Order LTB-L-070691-23, issued on September 19, 2023, is denied.
2. The stay of Order LTB-L-070691-23 is lifted on April 4, 2024.
3. Order LTB-L-070691-23 is unchanged.



March 4, 2024
Date Issued

Jana Rozehnal
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.