



**Order under Section 77
Residential Tenancies Act, 2006**

Citation: NDEBELE v LOPEZ, 2022 ONLTB 14446

Date: 2022-12-19

File Number: LTB-L-067681-22

In the matter of: UNIT -UPPER, 191 QUETICO COURT
OSHAWA ONTARIO L1J1E7

Between: IGNATIUS NDEBELE Landlords
PETRONILLA NDEBELLE

And

ROYAN LOPEZ Tenants
TAMARISHA LOPEZ

IGNATIUS NDEBELE and PETRONILLA NDEBELLE (the 'Landlords') applied for an order to terminate the tenancy and evict ROYAN LOPEZ and TAMARISHA LOPEZ (the 'Tenants') because the Tenant entered into an agreement to terminate the tenancy.

The application was heard on December 14, 2022. The Landlords, represented by Carrie Aylwin, and the Tenant Tamarisha Lopez, attended the hearing.

Determinations:

1. The Tenants received a letter from Canada Border Services Agency Immigration Section informing them that they were being deported on October 19, 2022. The Tenants sent a message to the Landlords asking where they lived and requested a meeting. The parties met and discussed the situation. According to the Landlords, the Tenants requested that the tenancy be terminated.
2. The Landlords contacted their lawyer to enquire about how to handle the situation. The evidence shows that on September 6, 2022, the day following the meeting, the Landlords wrote to the Tenants informing them that they had a fixed term lease and that 60 days notice was required before the end of the term. The letter went on to say the given the Tenants situation they would let them out of their lease and they would not demand payment for the extra days in the unit. Finally, the Tenants were informed that they would be responsible for payment until they found a new tenant. All of the correspondence is in keeping with the Residential Tenancies Act.
3. In the correspondence that follows, the Tenants speak to payments that may be required, but at no point dispute that there was an agreement to terminate the tenancy.

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4. At the hearing the Tenants enquired as to why the Landlord had taken down the 'for rent' sign. The Landlord testified he had no knowledge of the sign being taken down as it is his real estate agent who is dealing with that aspect.
5. The Tenants testified that the Landlord demanded three months rent for them to stay. The Landlord testified that this discussion was related to what they might owe if the unit was not rented before the end of their fixed term lease.
6. Based on the written correspondence, it is clear that there was a discussion about terminating the tenancy. The Landlords met with their legal counsel between that meeting and the letter sent to the Tenants the following day. The Tenants did not dispute the fact that the letter referred to terminating the tenancy. It only seems reasonable that the Tenants requested that the tenancy be terminated and the Landlords followed up on that request.
7. In consideration of the Board's obligation to consider all the circumstances when terminating a tenancy, or delaying or denying the termination, I enquired about the status of the deportation. The Tenant refused to answer, even after my enquiry if she was sure she did not want to provide this information. As such, I cannot consider this circumstance when determining a delay of the termination date.
8. I find the Landlords and Tenants entered into an agreement to terminate the tenancy as of October 19, 2022 and the Tenant did not move out of the rental unit by the termination date set out in the agreement.
9. Based on the limited information I have to consider whether to delay the termination of the tenancy, I find it fair to delay the termination until January 31, 2023 to provide the Tenants time to relocate.

It is ordered that:

1. The tenancy between the Landlord and Tenant is terminated. The Tenant must move out of the rental unit on or before January 31, 2023.
2. If the unit is not vacated on or before January 31, 2023 then starting February 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
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 1, 2023.



December 19, 2022

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on July 31, 2023 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.