



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** THIBAUT v CHARLES, 2022 ONLTB 13638

**Date:** 2022-12-06

**File Number:** LTB-L-064333-22

**In the matter of:** 103, 1460 WHITES RD  
PICKERING ON L1V0E8

**Between:** RACHELE THIBAUT Landlords  
MARC THIBAUT

**And**

SHARON CHARLES Tenant

RACHELE THIBAUT and MARC THIBAUT (the 'Landlords') applied for an order to terminate the tenancy and evict SHARON CHARLES (the 'Tenant') because the parties had an agreement to terminate.

This application was heard by videoconference on November 29, 2022.

The Landlord, M. Thibault and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel before the hearing.

The application was amended to include Marc Thibault as a party and is reflected on the style of cause.

### Determinations:

1. On September 19, 2022 the Tenant sent a text giving notice to the Landlord advising she was moving out on September 30, 2022. That same day the Landlord responded in writing through text accepting the Tenant's notice to terminate. On September 25, 2022, the Landlord sent a text to schedule a final inspection of the unit and the Tenant responded she couldn't move out anymore because she couldn't get the new place. The Tenant unsuccessfully tried to revoke her notice. On September 27, 2022, the Landlord filed his application to obtain an eviction order.
2. The chain of texts supports there was a valid agreement, there was a meeting of the mind to end the tenancy and identifies the rental unit.
3. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.

4. The Tenant stated she wants to remain in the rental unit. The Tenant can afford rent going forward and expects a lump sum from a third party that would assist her with outstanding arrear which is not relevant to the issue before me. The Tenant's text made it clear she wanted to vacate the rental unit and the Landlord accepted which makes their agreement binding. This is not a situation where the Landlord prompted the Tenant to vacate or that there was consent obtained though improper persuasive conduct on the part of the Landlord.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated on December 17, 2022
2. If the unit is not vacated on or before December 17, 2022, then starting December 18, 2022, 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 December 18, 2022.

**December 6, 2022**

**Date Issued**

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Sandra Macchione

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 June 18, 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.

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