



## Order under Section 77 Residential Tenancies Act, 2006

**Citation:** GAVISETTY v GILL, 2022 ONLTB 13671

**Date:** 2022-12-05

**File Number:** LTB-L-064190-22

**In the matter of:** 203, 350 WELLINGTON STREET WEST  
TORONTO ON M5V3W9

**Between:** TRECIA KNIGHT Landlord

**And**

KULWANT GILL Tenant

TRECIA KNIGHT (the 'Landlord') applied for an order to terminate the tenancy and evict KULWANT GILL (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

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

Only the Landlord and the Landlord's Representative attended the hearing. The Board sent the Notice to the Tenant and the Landlord also sent a copy of the Notice of this hearing to the Tenant by email. I'm satisfied the Tenant had adequate notice of the hearing.

### Determinations:

1. The Landlord and Tenant agreed to terminate was supported by emails and text chain of written communication exchanged between the Tenant and the Landlord which sufficiently satisfies the requirements of a written agreement that is mandated to be accompanied with the application under section 53 of the *O.Reg 516/06 of the Act*.
2. I'm satisfy there was a meeting of the minds and the parties mutually agreed to terminate the tenancy on August 31, 2022. The chain of text message and emails confirms a concise and clearly date to terminate the tenancy. Based on the evidence presented there was no conditions attached to the agreement to terminate the tenancy and the commitment to vacate was mutually precise which would not lead to confusion as supported by the following:
3. The Landlord testified they had an agreement reached around May 3, 2022 to terminate the tenancy at the end of the term, June 30, 2022 which changed to July 31, 2022 on consent. On July 16, 2022 the Landlord sent a follow up email to the Tenant seeking confirmation if he's still on track to move out on July 31, 2022. On July 18, 2022, the Tenant responded by email "all looks good from my end". On July 30, 2022, the Tenant e-mails the Landlord to seek stay until August 31, 2022. The Landlord accepted to change the termination date and a new agreement to terminate the tenancy on August 31, 2022

was reached. Again, in mid August the Landlord followed up to obtain confirmation that the Tenant was vacating but received no response until September 1, 2022 when the Tenant informed her he need another month before he can move. The Landlord did not agree and had reasonable cause to file the application for an order to terminate the tenancy.

4. The Tenant did not move out of the rental unit by the termination date set out in the agreement. Their agreement is not rendered invalid because the date of termination changed from July 31, 2022 to August 31, 2022 because it was based on mutual consent of both parties.
5. A tenancy can terminate one of three ways, by Board order, by lawful Notice of Termination, or by agreement which in this case I'm satisfied is the later.
6. Agreements are not an eviction notice given by the landlord or notice from a tenant to the landlord to end the tenancy therefore, there're no technical requirements that renders a written agreement void if the requirements of section 43 of the Act are not met.
7. The Tenant's email address [gilld1973@gmail.com](mailto:gilld1973@gmail.com) was checked and verified to belong to the Tenant at the hearing. I'm satisfied it was the Tenant communicating with the Landlord and not another person and I'm satisfied the Landlord and Tenant agreed to end the tenancy on August 31, 2022.
8. 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) of the Act.
9. The Tenant did not attend the hearing to provide submissions to preserve the tenancy. The agreed termination date changed three time (June 30, 2022, July 31, 2022 and August 31, 2022) and the Tenant has had adequate time to find alternate accommodation.

**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 December 16, 2022.
2. If the unit is not vacated on or before December 16, 2022, then starting December 17, 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 17, 2022.
4. If the Tenant does not pay the Landlord the full amount owing on or before December 16, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 17, 2022 at 2.00% annually on the balance outstanding.

**December 5, 2022**

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**Date Issued**

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 17, 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.