



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

**Citation:** GILL v BONAR, 2022 ONLTB 10077

**Date:** 2022-10-25

**File Number:** LTB-L-043653-22-SA

**In the matter of:** , 25 CHAMBERLAIN AVENUE  
INGERSOLL ONTARIO N5C0C6

**Between:** SIMRANJEET SINGH GILL Landlord

**And**

BRITTANY SAGE, DANIEL BONAR Tenants

SIMRANJEET SINGH GILL (the 'Landlord') applied for an order to terminate the tenancy and evict BRITTANY SAGE, DANIEL BONAR (the 'Tenants') because the Tenants agreed to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-043653-22, issued on September 16, 2022. This order was issued without a hearing being held.

The Tenant Daniel Bonar filed a motion to set aside order LTB-L-043653-22.

The motion was heard on October 19, 2022. The Landlord, represented by Shalini Puri, and the Tenants, attended the hearing.

**Determinations:**

1. Brittany Sage has not resided in the rental unit since February 2022. She testified that she voluntarily signed the N11 agreement to terminate the tenancy for her personal safety. Ms. Sage also testified that Mr. Bonar has been charged with three counts of assault, two involving weapons, and that there is a restraining order between the two parties.
2. The Tenant, Daniel Bonar testified that he felt pressured and intimidated into signing the N11 agreement to terminate the tenancy. His testimony was that the Landlord stood over him yelling at his with a dagger. The police became involved and Mr. Bonar testified that the police told him that the Landlord owns the property and can stay as long as he wishes to stay when he enters the unit. Mr. Bonar further testified that he would not permit Ms. Sage to retrieve her belongings because of the restraining order.
3. Ms. Sage attended the unit with the police to retrieve her belongings and Mr. Bonar testified that he believes that Ms. Sage has a relationship with the OPP.
4. Mr. Bonar further testified he requires the unit for his children. Ms. Sage pointed out that Mr. Bonar lost custody of his children 1 ½ years ago and doesn't see the children. Mr. Bonar acknowledged he has lost custody of the children.

5. Throughout the hearing I found the Landlord consistent with his testimony. The Landlord testified that the Tenant requested a new tenancy agreement because Ms. Sage had left. The Landlord did a check on his ability to pay the rent and the check showed that he could not afford to live in the unit. The rent is \$2,500.00 per month and Mr. Bonar, has not paid rent since July 2022 and is \$7,500.00 in arrears of rent.
6. Ms. Sage was also consistent in her testimony and remained professional and polite throughout.
7. Based on the testimony and the evidence, I find, on a balance of probabilities, that the Landlord did not intimidate Mr. Bonar into signing the N11 agreement to terminate the tenancy.
8. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-043653-22.

**It is ordered that:**

1. The motion to set aside Order LTB-L-043653-22, issued on September 16, 2022, is denied.
2. The stay of Order LTB-L-043653-22, is lifted immediately.
3. Order LTB-L-043653-22 is unchanged.

**October 25, 2022**

**Date Issued**

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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.

