



Order under Section 77 Residential Tenancies Act, 2006

File Number: LTB-L-080560-24

In the matter of: Unit Upper/Room 3, 142 Westchester
Cres.
St Catharines ON L2P2N9

Between: Markos Skordos

And

Kevin Frechette

I hereby certify this is a
true copy of an Order dated

Dec 13, 2024

Landlord and Tenant Board

Landlord

Tenant

Markos Skordos (the 'Landlord') applied for an order to terminate the tenancy and evict Kevin Frechette (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

A hearing was held to consider this application.

This application was heard by videoconference on November 28, 2024.

The Landlord and the Tenant attended the hearing

Determinations:

1. There was no dispute that the Landlord and Tenant entered into an agreement to terminate the tenancy as of October 1, 2024 (N11 form) and the Tenant did not move out of the rental unit by the termination date set out in the agreement.
2. The Tenant stated that he signed the N11 form but due to his learning disability, he did not fully understand that he was ending his tenancy. He stated he thought if he did not find another place that he could stay.
3. The Landlord stated that they had a conversation in July and the Tenant agreed to move out for September 1, 2024, then the Tenant came and asked for a one month extension, so they signed a new N11 for the Tenant to move out for October 1, 2024. The Landlord provided copies of both signed N11 forms into evidence.
4. Based on the evidence before me I was satisfied that the parties entered into a valid agreement to terminate the tenancy as of October 1, 2024. The evidence

before me was insufficient to find that the Tenant did not understand that he had to vacate by the agreed date.

5. The Tenant provide no documents in support of his learning disability. There was no dispute that the Tenant initially agreed to move out September 1, 2024 and signed a N11 form. However, he then requested another month and signed a second N11 form agreeing to a move out date of October 1, 2024. I find it unlikely that if the Tenant did not understand what he was signing that he would re-negotiate and sign the same form twice.
6. Since the Tenant did not move out of the rental unit by the termination date, the Landlord was required to file the application to obtain vacant possession. Therefore, the Tenant is responsible for paying the Landlord \$186.00 for the application filing fee incurred.

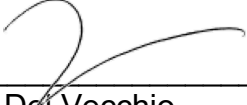
Relief From Eviction

7. 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 not be unfair to postpone the eviction until March 31, 2024 pursuant to subsection 83(1)(b) of the Act.
8. The Tenant stated that he was receiving Employment Insurance, but that it recently ended and he moved to Ontario Works. He is also currently looking for a job. He stated that it has been impossible to find another place to live given the rental market and what he can afford at present. He requested additional time to be in a better financial position and find suitable accommodations.
9. The Landlord stated that the Tenant's last month's rent deposit was used for September as that was to be his last month, the Tenant paid October rent late and has not paid November's rent. The Landlord stated that his wife is eight and half months pregnant and they want to use the Tenant's unit for additional space/storage. The Landlord stated that the Tenant was already given an extension and that he is concerned about the rent arrears.
10. The Landlord confirmed that he has filed an application for non-payment of rent and it is scheduled to be heard on February 25, 2025. The Tenant is struggling to find another rental unit within his price range and believes that both his financial circumstances and the market will be better in the spring.
11. Given the Tenant's stated circumstances, the fact that the Landlord's concerns regarding rent arrears will be addressed in his L1 application already scheduled for hearing, and that the Landlord simply plans to use the Tenant's unit for storage, I find that it would not be unfair to delay the eviction of this matter until March 31, 2024.

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 March 31, 2025.
2. If the unit is not vacated on or before March 31, 2025, then starting April 1, 2025, 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 April 1, 2025.
4. The Tenant shall pay to the Landlord \$186.00, for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2025, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2025 at 6.00% annually on the balance outstanding.

December 13, 2024
Date Issued



Lisa Dei Vecchio
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 October 1, 2025 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.