



Apr 28, 2025


Landlord and Tenant Board

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

File Number: LTB-L-009252-25-SA

In the matter of: 51 JACOBSON AVE
ST CATHARINES ON L2T3A1

Between: Hamidur Gazi Landlords
Muhammad Masud

And

Scott Preston Tenants
Monica Tenny

Hamidur Gazi and Muhammad Masud (the 'Landlords') applied for an order to terminate the tenancy and evict Scott Preston and Monica Tenny (the 'Tenants') because the Tenants entered into an agreement to terminate the tenancy.

The Landlords' application was resolved by order LTB-L-009252-25, issued on February 10, 2025. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-009252-25.

The motion was heard by videoconference on April 22, 2025. The Landlord's representative by John Lambe, and the Tenant Scott Preston, attended the hearing.

Determinations:

1. The Landlords and Tenants entered into an agreement to terminate the tenancy as of January 31, 2025.
2. It is the Tenants' position that a couple of days after they signed the agreement to terminate the tenancy they changed their minds which makes the agreement void. The Tenants also submit they felt pressured to agree to terminate the tenancy.
3. The Landlords had served the Tenants with an N12 notice for landlord's own use to terminate the tenancy on December 31, 2024. The Landlords paid the required compensation which the Tenants accepted. The Tenants did not pay December rent and on December 17th, the Landlord served the Tenants with an N4 for non-payment of rent.
4. The Tenants then agreed to sign the N11 if the Landlords waived December rent, applied the last month rent deposit to January and delayed termination of the tenancy until January 31, 2025.
5. Email correspondence between the Landlords and the Tenants dated December 23, 2024, shows that the Landlords sent the Tenants the N11 and the Tenants responded by writing

that if the Landlords agree to let them stay rent free they would be out by January 31st and sign the paper that the Landlords require.

6. The N11 agreement to terminate the tenancy was signed on December 23rd. On the N11 it is written "upon signing of the N11 agreement to end the tenancy all parties agree that this resolves all issues pertaining to the tenancy and will refrain from bringing any further claims against each other. The Landlord shall withdraw file LTB-L0089562-24 and the Tenants shall withdraw file LTB-T-089869-24 upon the Tenants vacating the property".
7. It is clear from the evidence that the Tenants knew what they were signing and agreeing to at the time. I do not find that the Tenants were pressured into signing the agreement because the Landlords first approached the Tenants on December 8th about signing an N11 after the N12 was served. The Tenants suggested the delay until January 31st which the Landlords agreed to, and it was two weeks after the Landlords suggested the N11 that the parties signed the agreement to terminate the tenancy.
8. The Tenant testified that he has been off work since July and that they have five children. The Tenant requested additional time to relocate if the motion is denied.
9. The Landlord agreed to the end of June as the children are in school. Based on all the circumstances, I find a delay lifting the stay is appropriate.
10. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-009252-25.
11. The stay of order LTB-L-009252-25 is lifted on July 31, 2025 to provide additional time to the Tenants to relocate.

It is ordered that:

1. The motion to set aside Order LTB-L-009252-25, issued on February 10, 2025, is denied.
2. The stay of Order LTB-L-009252-25, is lifted July 31, 2025.
3. Order LTB-L-009252-25 is unchanged.

April 28, 2025



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.

