



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

Citation: Guergues v Paris, 2026 ONLTB 603

Date: 2026-01-08

File Number: LTB-L-089466-25-SA

In the matter of: UNIT 611, 50 MISSISSAUGA VALLEY BLVD
MISSISSAUGA ON L5A3S2

Between: Sanaa Guergues Landlord

And

Kristen Paris Tenant

Sanaa Guergues (the 'Landlord') applied for an order to terminate the tenancy and evict Kristen Paris (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-089466-25, issued on November 3, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-089466-25.

The motion was heard by videoconference on December 2, 2025.

The Landlord and the Tenant attended the hearing. The Tenant consulted with Tenant Duty Counsel prior to the hearing.

Determinations:

1. For the reasons below, I find the Landlord and Tenant entered into an agreement to terminate the tenancy as of September 30, 2025.
2. The Tenant does not dispute signing the N11 agreement to terminate ('N11 Agreement').
3. In her motion to set aside the *ex parte* order, the Tenant asserts that she no longer agreed to the N11 Agreement after the Landlord verbally altered the terms following its execution. She states that she immediately informed the Landlord that she did not agree to the N11 Agreement and did not wish to terminate the tenancy.
4. In her testimony, the Tenant stated that she and the Landlord had agreed that, upon signing the N11 Agreement, the Landlord would return both the last month's rent deposit and the

key deposit. She further testified that on September 11, 2025, the Landlord sent her an email indicating that he was reneging on this agreement and refusing to refund the deposits.

5. The Tenant provided the email, dated September 11, 2025, as evidence [DOC 6857730]. In this email, the Landlord wrote:

Here is my signature on N11. This means I agreed on the termination date of your tenancy, it doesn't force me to your refund or move out schedule. I am even allowed to pay back the following day but I will refund on the 30th. I will return the rent and key deposit when you leave. I will be available 5-7 pm on September 30th, to get the keys and inspect the room, then refund. You will be informed of room viewings by email. You must pay attention to it all the time. Please note, the room must be as clean as you got it, and you remove all your belongings from room kitchen and washroom.

6. The Tenant testified that she understood the email to mean the Landlord would deduct amounts from her deposits if the unit was unclean or showed undue damage. She reiterated that this was not part of the agreement when she signed the N11 Agreement and stated that she intends to remain in the unit.
7. In her testimony, the Landlord stated that she did not renege on the agreement and fully intended to return the deposits to the Tenant once the Tenant vacated the rental unit. She explained that after receiving the N11 Agreement from the Tenant, the Tenant demanded additional money, which she refused to pay beyond what had been agreed upon. The Landlord further stated that she never informed the Tenant that any portion of the deposits would be withheld if the room was unclean or damaged.

Analysis and Legislation

8. This motion is brought pursuant to subsection 77(8) of the *Residential Tenancies Act, 2006* (the 'Act'). It essentially requires the Board to determine the following:
 - a) First, did the Tenant enter into an agreement to terminate the tenancy with the Landlord?
 - b) Second, if she did enter into an agreement to terminate, is the Board satisfied "having regard to all the circumstances, that it would not be unfair" to set aside the eviction order?
 - c) Third, and if it would be unfair to set aside the order, should the lifting of the stay of the eviction order be delayed for some reason?
9. An agreement to terminate is a binding written contract. Absent a compelling reason to set the agreement aside, I believe the Board should enforce agreements entered into by landlords and tenants. Compelling reasons to set aside such an agreement would include, but is not limited to, things like duress; fraud or negligent misrepresentation; or mistake of fact or law.
10. The most basic element of any valid contract or agreement is an offer made by one party and acceptance of that offer by the other. In this case, based on the evidence before the

Board, I find that the Tenant offered to terminate the tenancy effective September 30, 2025, on the condition that the last month's rent deposit and key deposit would be returned to her. The Landlord accepted this offer, the terms were exchanged in writing, and the response occurred within a reasonable timeframe.

11. I do not find that this agreement resulted from undue coercion or pressure by the Landlord. The evidence before me does not indicate that the Tenant was pressured into deciding to move out. According to the Landlord's testimony, it was the Tenant who requested to vacate the unit, proposed the termination date, and the Landlord accepted.
12. In my view, the Tenant's interpretation of the Landlord's email is incorrect. The evidence does not establish that the Landlord reneged on the agreement, nor does it indicate that she intended to withhold any portion of the deposits due to the unit being unclean or showing undue damage. I am satisfied that while the Landlord declined the Tenant's request for a higher refund, the original agreement remained in effect, provided the Tenant vacated the rental unit on September 30, 2025.
13. I prefer the Landlord's evidence, as her testimony remained clear and consistent throughout, whereas the Tenant's account was not supported by the evidence she provided. The email submitted by the Tenant clearly indicates that she would receive the agreed-upon refund and contains no suggestion that any deductions would be made. The Tenant cannot simply change her mind and remain in the rental unit because the Landlord declined to provide a higher amount. I also find that the Tenant's unilateral attempt to rescind the agreement is not valid. Neither party to a contract or agreement may unilaterally alter its terms; this is a fundamental principle of contract law.
14. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
15. Having regard to all the circumstances, I am satisfied that the Landlord and the Tenant entered into a valid agreement to terminate the tenancy. As a result, the Tenant's motion is denied.

Lifting of the Stay

16. The Tenant testified that if her motion is denied, she would need additional time to secure alternative housing. The Tenant requested she be afforded, at minimum, two months to vacate the rental unit.
17. The Landlord opposed any delay in lifting the stay. She testified that the Tenant has not paid rent for October, November, or December 2025, and that granting additional time would prevent her from re-renting the unit until the Tenant vacates.
18. Having considered the submissions of the parties, I find it would be prejudicial to the Landlord to delay the lifting of the stay. The Tenant was initially supposed to vacate the unit on September 30, 2025 and to deny the Landlord the benefit of the agreement now would be unfair. As such, I do not find postponing the termination of the tenancy warranted. As a result, the stay of order LTB-L-089466-25 will be lifted immediately.

It is ordered that:

1. The motion to set aside Order LTB-L-089466-25, issued on November 3, 2025, is denied.
2. Order LTB-L-089466-25, issued on November 3, 2025, remains unchanged.
3. The stay of Order LTB-L-089466-25, issued on November 3, 2025, is lifted immediately.

January 8, 2026

Date Issued

Susan Priest

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.