



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

Citation: Pinheiro v Loyola, 2026 ONLTB 680

Date: 2026-01-09

File Number: LTB-L-093369-25-SA

In the matter of: Main & Upper Floor, 113 ROCKWELL AVE
TORONTO ON M6N1P3

Between: Richard Pinheiro Landlord

And

Glenda Loyola Tenants
Ambrose Boyles

Richard Pinheiro (the 'Landlord') applied for an order to terminate the tenancy and evict Glenda Loyola and Ambrose Boyles (the 'Tenants') because the Tenants entered into an agreement to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-093369-25, issued on November 12, 2025. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-093369-25.

The motion was heard by videoconference on December 16, 2025.

The Landlord and the Tenant Ambrose Boyles attended the hearing. The Tenant Glenda Loyola signed into the hearing block but did not remain connected. She authorized Mr. Boyles to speak on her behalf before disconnecting.

Determinations:

1. The parties agree that the Landlord and Tenants entered into an agreement to terminate the tenancy as of November 30, 2025.
2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-093369-25.
3. The Tenants agreed to vacate the rental unit by the end of November. It is the understanding of all parties that the Landlord intended to move into the rental unit with his fiancé. Based on the testimony given at the hearing, I find that the Tenants signed the agreement to terminate the tenancy with full knowledge of the consequences.

4. Mr. Boyles testified that the Tenants are still in possession of the rental unit despite agreeing to vacate the unit on November 30, 2025. He testified that the Tenants could not secure a new rental or purchased home soon enough to meet the timeline they agreed to when they signed the agreement. He testified that the Tenants still intended to vacate the rental unit by January 31, 2026.
5. I find that, in the circumstances, it would be unfair to set aside the ex parte order issued pursuant to the agreement between the parties. However, it is of limited prejudice to the Landlord to postpone the lifting of the stay until January 31, 2026.
6. The Landlord testified that he is currently living in a rental apartment himself, but that he had not yet given notice to his own landlord or committed to moving out of that unit by a certain date. His January rent became payable as of January 1, 2026. Therefore, staying in the unit for another month does not significantly prejudice him.
7. Therefore, the stay of order LTB-L-093369-25 is lifted on January 31, 2026, to allow the Tenants some additional time to secure new housing.

It is ordered that:

1. The motion to set aside Order LTB-L-093369-25, issued on November 12, 2025, is denied.
2. The stay of Order LTB-L-093369-25 is lifted on January 31, 2026.
3. Order LTB-L-093369-25 is unchanged.

January 9, 2026
Date Issued

Jeremy Henderson
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.