



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

Citation: Catalano v Gurjar, 2026 ONLTB 1772

Date: 2026-01-08

File Number: LTB-L-084668-25-SA

In the matter of: 1001, 345 WHEAT BOOM DR
OAKVILLE ON L6H7X4

Between: Vincent Catalano Landlord

And

Siddhant Gurjar Tenant

Vincent Catalano (the 'Landlord') applied for an order to terminate the tenancy and evict Siddhant Gurjar (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-084668-25, issued on October 14, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-084668-25.

The motion was heard by videoconference on November 20, 2025.

The Landlord and the Tenant attended the hearing. The Landlord's Agent Akshay attended the hearing

Determinations:

1. It is undisputed that the Landlord and Tenant entered into an agreement to terminate the tenancy as of October 2, 2025.
2. On the basis of that agreement, the Board issued an ex parte eviction order on October 14, 2025 pursuant to s.78 of the Residential Tenancies Act, 2006 (the "Act"). The Tenant brings a motion to set aside that order under s.78(11) of the Act.
3. For the reasons below, I find the agreement to terminate was valid, and that it would not be unfair to deny the Tenant's motion. The motion is therefore dismissed.

Tenant's Position

4. The Tenant submits that his signature on the N11 was not voluntary or mutual. He alleges that the Landlord entered the rental unit without notice in mid-September, behaved aggressively, and demanded that he leave because the Landlord wished to sell the property.
5. The Tenant testified that he did not understand his rights at the time and believed the Landlord could evict him at any time. He states that he signed due to fear and pressure and asserts that the real motivation behind eviction is sale of the home rather than rent issues.
6. The Tenant now seeks to remain until the end of the fixed-term lease in February 2026.

Landlord's Position

7. The Landlord submits the N11 was freely and knowingly signed, and the Tenant had multiple opportunities to consider the document.
8. The Landlord submits the Tenant repeatedly confirmed his intention to vacate in writing and only changed his position after enforcement began.
9. Finally, the Landlord submits The Tenant attempted to renegotiate his departure by demanding "cash-for-keys" after signing the N11 and this motion is way to extort additional funds from the Landlord.

Analysis

10. The Tenant is 25 years old, runs a business, and confirmed that he routinely enters commercial agreements. He agreed he could read and understand the heading on the N11: "Agreement to Terminate Tenancy."
11. While the Tenant may not have had legal representation when he executed the N11 it does not invalidate the agreement to terminate the tenancy. Lack of legal advice alone is not a ground to invalidate an otherwise valid agreement.
12. Although the Tenant is alleging duress, what he describes is not duress as that term is understood at law; rather what she describes is feeling pressure and out of options.
13. The law is clear that "stress" is not "duress" *Dos Santos v. Waite 1995 Carswell 3384*, and being under pressure is not a sufficient ground to void an agreement. In other words, it is not enough to simply assert feeling intimidated or pressured or harassed when making a case for duress. The Tenant must establish that the Landlord made some sort of threat.
14. It is clear that the Tenant was behind on his rent and intended to vacate the rental unit. There is no evidence before me indicating that the Tenant was not capable of understanding the N11 due to lack of capacity for reasoning. The Tenant had time to look over the form before signing and sending it back to the Landlord.
15. I am satisfied that the Tenant demonstrated an understanding of why the Landlord was asking for an agreement to end the tenancy and what the consequences of signing the form were. I am also satisfied, on the balance of probabilities, that the Landlord did not

threaten or place undue pressure on the Tenant to sign the form without allowing him the opportunity to understand what she was signing.

16. Moreover, I do not find the Landlord had an ulterior motive in agreeing to terminate the tenancy. The Landlord agreed to terminate the tenancy because the Tenant was behind the rent or persistently paid their rent late. While the Landlord could have pursued other options for eviction the Landlord chose the path of least resistance and the Tenant mutually agreed to terminate the tenancy. These set of circumstances do not give rise to set aside a valid agreement between the parties.
17. While the Tenant no longer wants to agree to terminate the tenancy, there was an agreement, and the Tenant cannot simply change her mind after the agreement was reached.
18. Given, I have found the agreement to terminate the tenancy is valid, I must consider all the circumstances to determine whether or not would be unfair to set aside the eviction order.
19. In this case the Tenant has not paid rent in several months and has told the Board they intend to vacate the rental unit by February 28, 2026. Given the circumstances, I do not find there is basis to set aside the eviction order. Therefore, the Tenant's motion is denied.
20. As I am satisfied that the Tenant's motion to set aside the eviction order must be denied, the only remaining issue before the Board is when to lift the stay.
21. I find a short stay in lifting the stay to be warranted. This will give the Tenant an opportunity to find a new place to live that is within their means. The stay of order LTB-L-084668-25 is lifted on January 31, 2026.

It is ordered that:

1. The motion to set aside order LTB-L-084668-25, issued on October 14, 2025, is denied.
2. The stay of order LTB-L-084668-25 is lifted January 31, 2026.

January 8, 2026

Date Issued

Bryan Delorenzi

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.